

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1   177</b>	
2. AMENDMENT/MODIFICATION NO. <b>0003</b>		3. EFFECTIVE DATE <b>12-Nov-2002</b>		4. REQUISITION/PURCHASE REQ. NO. <b>W62N6M21497823/2149787</b>		5. PROJECT NO.(If applicable)	
6. ISSUED BY DEPARTMENT OF THE CORPS OF ENGINEERS, 1325 J STREET SACRAMENTO CA 95814- ----		CODE <b>DACW05</b>		7. ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. <b>DACW05-02-B-0006</b>			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) <b>01-Nov-2002</b>			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) <b>IDIQ Drilling Services, Sacramento District Military &amp; Civil Works Boundaries, Corps of Engineers, Sacramento District</b>  The purpose of this amendment is to extend the solicitation due date as currently reflected in Local Clause SPK 14-4005 Alt I, incorporate a revised Schedule B, a revised Section C, a revised Section J, to correct verbage, add, and delete Contract Clauses in Sections F, G, H, I, K, L and M and change Referenced Clauses into Full Text Clauses.  Local Clause SPK 14-4005, Alt I is hereby changed to read as follows: From: 20 August 2002, 1300 HRS (1:00 PM) To: 12 December 2002, 1300 HRS (1:00 PM) PST							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		12-Nov-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time 12-Dec-2002 01:00 PM has been added.  
The solicitation issue date has changed from 03-Jul-2002 to 12-Nov-2002.  
The depository location 1325 J Street, Sac CA 95814 has been added.  
The number of offeror copies required 1 has been added.

The following have been added by full text:

CONTINUATION OF STANDARD FORM 33 (BLOCK 17, SIGNATURE)

(1) IF THE OFFEROR IS A JOINT VENTURE, EACH PARTICIPANT IN THE JOINT VENTURE MUST COMPLETE THE FOLLOWING:

_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title
_____ Company Name	_____ Signature	_____ Title

NOTE: If a corporation is participating as a member of a Joint Venture, the certificate below must also be completed and signed.

CORPORATION AUTHORIZATION TO PARTICIPATE IN JOINT VENTURE CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of the  
corporation  
(name)

named as a participant in a Joint Venture on this offer; that

\_\_\_\_\_, who signed said offer on behalf of the corporation,  
was  
(name)

then \_\_\_\_\_ of said corporation; that the signature thereto  
is  
(title)

genuine; that said contract was duly signed, sealed and attested for and in  
behalf of said corporation by authority of its governing body; and that the  
corporation is authorized to participate in the Joint Venture on this offer.

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

(2) IF THE OFFEROR IS A PARTNERSHIP, LIST FULL NAME OF ALL PARTNERS BELOW.  
SIGNATURES BY ALL PARTNERS HERE SIGNIFY THAT THE INDIVIDUAL WHO SIGNED THE  
OFFER IN BLOCK 17 HAS THE AUTHORITY TO BIND THE PARTNERSHIP.

_____ Name	_____ Signature
_____ Name	_____ Signature

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Name

---

Signature

(3) IF THE OFFEROR IS A CORPORATION, THE OFFER SHALL BE SIGNED IN THE CORPORATE NAME FOLLOWED BY THE WORD "BY" AND THE SIGNATURE OF THE PERSON AUTHORIZED TO SIGN THE OFFER IN BLOCK 17. PROVIDE PROOF THAT THE PERSON SIGNING FOR THE CORPORATION HAS THE AUTHORITY TO BIND THE CORPORATION BY COMPLETING THE FOLLOWING CERTIFICATE:

CONTINUATION OF STANDARD FORM 33 (BLOCK 17, SIGNATURE)

CORPORATION AUTHORIZATION CERTIFICATE

I, \_\_\_\_\_, certify that I am the Secretary of  
the \_\_\_\_\_

(name)

corporation named as offeror in the within offer; that

\_\_\_\_\_,

(name)

who signed said offer on behalf of the corporation, was then

\_\_\_\_\_ of said corporation, that the signature  
(title)

thereto is genuine; that said contract was duly signed, sealed and attested  
for in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
(Secretary)

(4) IF THE OFFEROR IS AN INDIVIDUAL DOING BUSINESS AS A FIRM, THE OFFER  
SHALL BE SIGNED BY THAT INDIVIDUAL IN BLOCK 17 FOLLOWED BY THE WORDS "AN  
INDIVIDUAL

DOING BUSINESS AS \_\_\_\_\_ (INSERT NAME OF  
FIRM) .

(5) WHEN AN AGENT SIGNS THE OFFER, PROVIDE PROOF OF THE AGENT'S AUTHORITY TO  
BIND THE PRINCIPAL.

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

**Section B-Supplies or Services and Prices**  
**BASE YEAR 01 January 2003-30 September 2003**

<b>Item</b>					
<b>No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>0001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>0001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>0001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>0001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>0001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>0002</b>	Daily Drill Rig Crew Subsistence This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	\$ _____		\$ _____	
<b>*0003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	
<b>0004</b>	Drill Rig Standby Time <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	
<b>0005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	

<b>0006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>0007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>0008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>0009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>0010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>0011</b>	Shelby Tubes ( <b>Per Tube</b> )	\$ _____	\$ _____
<b>0012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	\$ _____	\$ _____
<b>0013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	\$ _____	\$ _____
<b>0014</b>	Grouting ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>0015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>0016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>		
<b>0016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	\$ _____	\$ _____
<b>0016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____

<b>0016AC</b>	<b>201 – 1000 Miles</b> from Sacramento 1 District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>0016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>0017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	\$ _____	\$ _____
<b>0018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )		
<b>0018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>0018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>0018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>0019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>0020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>0021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )	TBD	TBD
<b>0022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	\$ _____	\$ _____
<b>0023</b>	Firefighting Unit <b>HOURS - (Per Hour)</b>	\$ _____	\$ _____



0024	Traffic Control/Flagger Crew (Per Hour)	\$ _____	\$ _____
0025	Permability Test Hours (Per Hour)	\$ _____	\$ _____
0026	Water Quality Test of Wells (Per Hour)	\$ _____	\$ _____
0027	Piezometers Installation (Per Linear Foot)	\$ _____	\$ _____
0028	Percolation Tests (Per Test)	\$ _____	\$ _____
0029	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations (Per Hour)	\$ _____	\$ _____
0030	Inclinometers Installation (Per Linear Foot)	\$ _____	\$ _____
0031	Grouting for piezometers, monitoring wells, or inclinometers (Per Linear Foot)	\$ _____	\$ _____
0032	Pump Test of wells, any type (Per Hour)	\$ _____	\$ _____
0033	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring (Per HOUR)	\$ _____	\$ _____
0034	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization		
0034AA	0 – 50 Miles from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
0034AB	51 – 200 Miles from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
0034AC	201 – 1000 Miles from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
0034AD	1001 – 1500 Miles from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____

0035	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	\$ _____	\$ _____
0036	Grouted Cone Penetrometer Test (CPT) <b>(Per Linear Foot)</b>	\$ _____	\$ _____
0037	Cone Penetrometer Test (CPT) Standby Time <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____
0038	Pore Pressure Dissipation Test <b>HOURS</b> for CPT <b>(Per Hour)</b>	\$ _____	\$ _____
0039	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>		
0039AA	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
0039AB	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
0039AC	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
0039AD	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
0040	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	\$ _____	\$ _____
0041	Backhoe/Trenching Excavation <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____
0042	Backhoe/Trenching Excavation Standby Time <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____

<b>0043</b>	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>			\$ _____	\$ _____
<b>0044</b>	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )			\$ _____	\$ _____
<b>0045</b>	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	30	HR	\$ _____	\$ _____
<b>0046</b>	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	150	HR	\$ _____	\$ _____
<b>BASE YEAR TOTAL ESTIMATED PRICE</b>				\$ _____	

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**

**Section B-Supplies or Services and Prices****1<sup>st</sup> OPTION YEAR 01 October 2003-30 September 2004**

<b>Item</b>					
<b>No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>1001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>1001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)		\$ _____	\$ _____	
<b>1001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)		\$ _____	\$ _____	
<b>1001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)		\$ _____	\$ _____	
<b>1001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)		\$ _____	\$ _____	
<b>1002</b>	Daily Drill Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )		\$ _____	\$ _____	
<b>*1003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )		\$ _____	\$ _____	
<b>1004</b>	Drill Rig Standby Time <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )		\$ _____	\$ _____	
<b>1005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )		\$ _____	\$ _____	
<b>1006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )		\$ _____	\$ _____	

<b>1007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>1010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1011</b>	Shelby Tubes ( <b>Per Tube</b> )	\$ _____	\$ _____
<b>1012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	\$ _____	\$ _____
<b>1013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	\$ _____	\$ _____
<b>1014</b>	Grouting ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>1015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>		
<b>1016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	\$ _____	\$ _____
<b>1016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>1016AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____

<b>1016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>1017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	\$ _____	\$ _____
<b>1018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )		
<b>1018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>1018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>1018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>1019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>1020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>1021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )	TBD	TBD
<b>1022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	\$ _____	\$ _____
<b>1023</b>	Firefighting Unit <b>HOURS</b> - ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1024</b>	Traffic Control/Flagger Crew ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1025</b>	Permability Test Hours ( <b>Per Hour</b> )	\$ _____	\$ _____

<b>1026</b>	Water Quality Test of Wells ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1027</b>	Piezometers Installation ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>1028</b>	Percolation Tests ( <b>Per Test</b> )	\$ _____	\$ _____
<b>1029</b>	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1030</b>	Inclinometers Installation ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>1031</b>	Grouting for piezometers, monitoring wells, or inclinometers ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>1032</b>	Pump Test of wells, any type ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1033</b>	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring ( <b>Per HOUR</b> )	\$ _____	\$ _____
<b>1034</b>	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization		
<b>1034AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>1034AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>1034AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>1034AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____

1035	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	\$ _____	\$ _____
1036	Grouted Cone Penetrometer Test (CPT) <b>(Per Linear Foot)</b>	\$ _____	\$ _____
1037	Cone Penetrometer Test (CPT) Standby Time <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____
1038	Pore Pressure Dissipation Test <b>HOURS</b> for CPT <b>(Per Hour)</b>	\$ _____	\$ _____
1039	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>		
1039AA	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
1039AB	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
1039AC	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
1039AD	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	\$ _____	\$ _____
1040	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	\$ _____	\$ _____
1041	Backhoe/Trenching Excavation <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____
1042	Backhoe/Trenching Excavation Standby Time <b>HOURS</b> <b>(Per Hour)</b>	\$ _____	\$ _____



<b>1043</b>	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>	\$ _____	\$ _____
<b>1044</b>	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1045</b>	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1046</b>	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>1<sup>st</sup> OPTION YEAR TOTAL ESTIMATED PRICE</b>		\$ _____	

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**

**Section B-Supplies or Services and Prices****2<sup>nd</sup> OPTION YEAR 01 October 2004-30 September 2005**

<b>Item</b>					
<b>No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>2001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>2001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>2001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>2001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>2001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	\$ _____		\$ _____	
<b>2002</b>	Daily Drill Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	\$ _____		\$ _____	
<b>*2003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	
<b>2004</b>	Drill Rig Standby Time <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	
<b>2005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	
<b>2006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____		\$ _____	

<b>2007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2011</b>	Shelby Tubes ( <b>Per Tube</b> )	\$ _____	\$ _____
<b>2012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	\$ _____	\$ _____
<b>2013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	\$ _____	\$ _____
<b>2014</b>	Grouting ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>		
<b>2016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	\$ _____	\$ _____
<b>2016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>2016AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____

<b>2016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	\$ _____	\$ _____
<b>2017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	\$ _____	\$ _____
<b>2018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )		
<b>2018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>2018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>2018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	\$ _____	\$ _____
<b>2019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>2020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	\$ _____	\$ _____
<b>2021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )	TBD	TBD
<b>2022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	\$ _____	\$ _____
<b>2023</b>	Firefighting Unit <b>HOURS - (Per Hour)</b>	\$ _____	\$ _____
<b>2024</b>	Traffic Control/Flagger Crew ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2025</b>	Permability Test Hours ( <b>Per Hour</b> )	\$ _____	\$ _____

<b>2026</b>	Water Quality Test of Wells ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2027</b>	Piezometers Installation ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2028</b>	Percolation Tests ( <b>Per Test</b> )	\$ _____	\$ _____
<b>2029</b>	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2030</b>	Inclinometers Installation ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2031</b>	Grouting for piezometers, monitoring wells, or inclinometers ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2032</b>	Pump Test of wells, any type ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2033</b>	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring ( <b>Per HOUR</b> )	\$ _____	\$ _____
<b>2034</b>	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization		
<b>2034AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2034AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2034AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2034AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2035</b>	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	\$ _____	\$ _____

<b>2036</b>	Grouted Cone Penetrometer Test (CPT) ( <b>Per Linear Foot</b> )	\$ _____	\$ _____
<b>2037</b>	Cone Penetrometer Test (CPT) Standby Time <b>HOURS</b> ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2038</b>	Pore Pressure Dissipation Test <b>HOURS</b> for CPT ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2039</b>	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>		
<b>2039AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2039AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2039AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2039AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	\$ _____	\$ _____
<b>2040</b>	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	\$ _____	\$ _____
<b>2041</b>	Backhoe/Trenching Excavation <b>HOURS (Per Hour)</b>	\$ _____	\$ _____
<b>2042</b>	Backhoe/Trenching Excavation Standby Time <b>HOURS</b> ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2043</b>	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>	\$ _____	\$ _____

2044	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )	\$ _____	\$ _____
2045	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	\$ _____	\$ _____
2046	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	\$ _____	\$ _____
<b>2<sup>nd</sup> OPTION YEAR TOTAL ESTIMATED PRICE</b>		\$ _____	

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**

#### **INSTRUCTIONS TO BIDDERS:**

**Please note that the bidder must complete the Pricing Schedule in Section B with just the unit prices. Also, the bidder must complete the Pricing Schedule located in Section J that will be used for the purposes of award evaluation. It is imperative that bidders complete the Pricing Schedules in Section B and Section J of this solicitation as failure to do so will result in the bid package not being considered.**

All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will be considered to be the price.

The bidder shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered non-responsive and cause the bidder to be ineligible for award.

#### **EFARS 52.214-5000 APPARENT CLERICAL MISTAKES – ARITHMETIC DISCREPANCIES (MAY 1995) --EFARS**

(a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the pricing schedule as submitted by bidders.

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his/her bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

4. Award will be made up to **two lowest responsible, responsive bidders including base year and two option year pricing on the Basis of Award described in Section M.** Bidders must submit prices on all items, including option years.

5. See Section L for full instructions for submittal of bids.

**SECTION F - DELIVERIES OR PERFORMANCE**

The following have been modified:

**SPK 17-4007 CONTRACT PERFORMANCE PERIOD-INDEFINITE DELIVERY CONTRACTS  
(NOVEMBER 2000)**

This indefinite-delivery, indefinite-quantity contract(s) has one basic contract period (273 calendar days from contract award) and two option periods. The performance period shall begin upon contract award. At the discretion of the Government the option periods may be exercised. Each option period has a performance period of 365 calendar days from the date the option is exercised. If all options are exercised, the total performance period for this contract would be nine months and two years. The contract may not be extended beyond nine months and two years (except under the conditions of FAR 52.217-8); however, the performance periods of the task orders (which must be issued within the contract's performance period) may extend beyond the nine months and two year period. At the end of each 365-calendar-day performance period awarded by the Government (basic contract period or exercised option period), the Government will notify the contractor in accordance with FAR 52.217-9 of its intent to exercise the next option year.

As work is identified by the Government to be done under this contract, the Government shall develop the Scope of Work, request a cost proposal from the Contractor, negotiate and award the Task Order. Each Task Order will have its own performance period. The Contractor shall complete the entire work on each Task Order within the performance period specified in the Task Order.

The Government reserves the right to exercise options to extend the term of the contract in accordance with Section I, FAR 52.217-8 and 52.217-9.

//////////**END OF CLAUSE**//////////



The following have been added by full text:

/////////////////END OF CLAUSE/////////////////

//////////////////////////////////END OF CLAUSE////////////////////////////////////

//////////////////////////////////END OF CLAUSE////////////////////////////////////

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$250.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$3,000,000.00**;

(2) Any order for a combination of items in excess of **\$3,000,000.00**; or

(3) A series of orders from the same ordering office within **five-(5)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **five-(5)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### 250.00SPK 16-4002 INDEFINITE QUANTITY (JUL 1993)

(a) This contract is an indefinite-delivery, indefinite-quantity contract. All work shall be performed through issuance of Task Orders. The Contractor shall perform no work under this contract unless a written Task Order signed by the Contracting Officer has been issued by the Government. The Contractor shall complete all work described in the Scope of Work for each Task Order within the performance period of each Task Order. A corps of Engineers, Sacramento District, Contracting Officer is the only person authorized to issue Task Orders against this contract. All Task Orders will be in writing. Task Orders may be issued by the Contracting Officer via FACSIMILE with the hard copy of the Task Order to follow. The effective date of the Task Order, if FACSIMILE is used, is the date the Government enters the Task Order into the FACSIMILE machine and received confirmation that it was transmitted.

(b) Each Task Order will be issued on a firm, fixed-price basis based upon the unit prices (cost elements) negotiated in the basic contract (Pricing Schedule, Section B); the number of work units and/or quantity will be negotiated for each Task Order. The Government shall provide a Scope of Work for each Task Order; the Contractor shall furnish a detailed proposal to the Government based upon the Scope of Work; the Government and the Contractor shall negotiate the firm, fixed-price for the Task Order; the Contracting Office will issue the Task Order.

(c) The basic contract period has a guaranteed minimum amount of \$250.00. Each option year will have a guaranteed minimum amount of \$3,000,000.00. The maximum amount for each contract period (basic and option years) is \$3,000,000.00.

////////// END OF CLAUSE //////////

**TASK ORDER AWARD SELECTION CRITERIA AND PROCEDURES (MULTIPLE AWARDS) (SPK #16-4003) (NOV 2000)**

(a) If there is more than one contract awarded for the same or similar work, selection for task order awards will be made as follows:

(1) All awardees will be given a fair opportunity to be considered for each task order in excess of \$2,500.

(2) In making selection of the awardee to receive a specific task order, the Contracting Officer will consider the firm's technical capabilities; experience of each firm's operational and technical staff; past performance on earlier task orders as well as other known contracts; quality of services provided; price, cost or other factors considered relevant.

(b) Oral or written proposals may be required.

(c) The Contracting Officer need not contact each awardee before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(d) Task Orders may be competed among two or more of the contractors. A proposal or pricing schedule may be requested from two or more contractors and award may be given to the proposal which is most advantageous to the Government (price and price related factors considered). Normally the Government will allow 10-14 days for submission of the proposal, however, depending on the complexity and the urgency of the required services, the Government may require the proposal within one work day. Failure to submit a timely proposal may result in elimination of the proposal from consideration for the task order. The Contracting Officer may select other than the lowest priced offer if it is determined to be in the best interest of the Government to do so.

(e) Awardees need not be given an opportunity to be considered for a particular order if the Contracting Officer determines that (1) the agency need is of such urgency that providing such opportunity would result in unacceptable delays; (2) only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized; (3) the order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original task order; or (4) it is necessary to place an order to satisfy a minimum guarantee.

(f) As stated in Federal Acquisition Regulation (FAR) 16.505, no protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

(g) Refer to Section G, Task Order Contract/Delivery Order Contract Ombudsman for designation of the Task Order Contract Ombudsman responsible for review of complaints to ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures set forth herein.

////////// END OF CLAUSE //////////

The following have been deleted:

SPK 22-4001	FEDERAL WAGE BOARD AND GENERAL SCHEDULE	MAY 2001
SPK 23-4003	HAZARDOUS MATERIALS DELIVERED UNDER THIS CONTRACT	MAY 2001
SPK 42-4001	LEGAL REQUIREMENTS AND PERMITS	MAY 2001

## SECTION I - CONTRACT CLAUSES

The following have been added by full text:

## 52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

(1) The proposal for the modification;

(2) The discussions conducted on the proposal(s), including those related to negotiating;

(3) Pricing of the modification; or

(4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

## 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief, the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)



## 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

## 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

- (a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

## 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
  - (2) Any claim which the Government has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

## 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

## (a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year. (End of clause)

## 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items. (End of clause)

## 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs. (End of clause)

## 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2002)

## (a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

- (1) Food.
- (2) Clothing.
- (3) Tents, tarpaulins, or covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
- (8) Canvas products.
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply--

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--

(i) Is not more than 10 percent of the total price of the end product; and (ii) Does not exceed the simplified acquisition threshold in FAR part 2;

(3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced;

(4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(End of clause)

252.225-7026 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2000)

(a) Reporting criteria.

Reporting under this clause is required for--

(1) Offers exceeding \$10 million, if the Offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds \$500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding \$10 million, when any part that exceeds \$500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding \$500,000, when any part that exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation will be performed outside the United States, unless a foreign place of performance is--

(i) The principal place of performance; and

(ii) Indicated by the Offeror's entry in the Place of Performance provision of the solicitation.

(b) Submission of reports.

(1) The Offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The Contractor shall submit reports required by paragraph (a)(2) of this clause to the Contracting Officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The Contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to—Deputy Director of Defense Procurement (Foreign Contracting) OUSD(AT&L)DP(FC) Washington, DC 20301-3060

(4) The Offeror/Contractor shall submit reports on DD Form 2139, Report of Contract Performance Outside the United States. Computer-generated reports are acceptable, provided the report contains all information required by DD Form 2139. Copies of DD Form 2139 may be obtained from the Contracting Officer.

(c) Flowdown requirements. (1) The Contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$500,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(b) The Contractor shall provide the prime contract number to subcontractors for reporting purposes.



(d) Information required.

(1) Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

(End of clause)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

#### 252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (Sep 2001)

(a) Definitions. As used in this clause--

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

The following have been modified:

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 Days**.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 Days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 39 MONTHS.

(End of clause)

## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
----------------	-------------------------------

Truckdriver, Heavy Truck WG5	\$12.20
Laborer WG5	\$12.20
Heavy Equipment Operator WG5	\$12.20
Survey Party Chief WG6	\$14.34
Survey Worker GS5	\$10.89
Surveying Aide GS-2	\$ 7.95
Surveying Technician GS6	\$12.14

Reference Section I, FAR 52.222-42, Statement of Equivalent Rates for Federal Hires. The fringe benefits that would apply if the service employees were employed by Sacramento District are as follows:

1. Fringe benefits in the amount of approximately 21% of base salary for the Government's share of CSRS and FERS Retirement, Thrift Savings Plan, Health Benefits, Life Insurance, Medicare and OASDAI (Social Security).
2. Ten (10) paid holidays as follows: New Year's Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
3. Paid Annual Leave (vacation) as follows:
  - (a) Two (2) hours of annual leave each week for an employee with three (3) years of service.
  - (b) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
  - (c) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
4. Sick Leave: Two (2) hours of sick leave each week. (End of clause)

## 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information



(hereafter: "designated office") by "no later than 15 days prior to submission of the first request for payment". If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that

the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

The following have been deleted:

52.232-23	Assignment Of Claims	JAN 1986
52.249-4	Termination For Convenience Of The Government (Services)	APR 1984
	(Short Form)	

The following were previously included by reference and are now included by full text:

52.202-1 DEFINITIONS. (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

#### 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

## 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

## (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.  
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and



(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) Rate of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall--

- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

- (a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--
  - (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

#### 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans" Employment Report (VETS-100 Report)".

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that--

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed

is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and

fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) **Obligation to Furnish Fringe Benefits.** The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized

representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting



Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and

Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or

at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

(End of clause)

### 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

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(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with

Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

#### 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

#### 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--
- (1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
  - (2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
  - (5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--
- (1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified

acquisition threshold, does not affect this authorization and consent.)

(End of clause)

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or



(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

#### 52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this

clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest

on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable



adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

**NOTE: THE ATTACHED SECTION B WILL BE USED FOR EVALUATION PURPOSES ONLY. PLEASE COMPLETE THE UNIT PRICE & EXTENSIONS AND THE TOTAL ESTIMATED PRICE FOR THE BASE YEAR AND TWO OPTION YEARS.**

**Section B-Supplies or Services and Prices**  
**BASE YEAR 01 January 2003-30 September 2003**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>0001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>0001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	15	JOB	\$ _____	\$ _____
<b>0001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	10	JOB	\$ _____	\$ _____
<b>0001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	5	JOB	\$ _____	\$ _____
<b>0001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	1	JOB	\$ _____	\$ _____
<b>0002</b>	Daily Drill Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	60	DAY	\$ _____	\$ _____
<b>*0003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	900	HR	\$ _____	\$ _____
<b>0004</b>	Drill Rig Standby Time <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	90	HR	\$ _____	\$ _____

<b>0005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	400	HR	\$ _____	\$ _____
<b>0006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	200	HR	\$ _____	\$ _____
<b>0007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	10	HR	\$ _____	\$ _____
<b>0008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	5	HR	\$ _____	\$ _____
<b>0009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	400	LF	\$ _____	\$ _____
<b>0010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	200	HR	\$ _____	\$ _____
<b>0011</b>	Shelby Tubes ( <b>Per Tube</b> )	60	TUBE	\$ _____	\$ _____
<b>0012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	30	BOX	\$ _____	\$ _____
<b>0013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	30	BOX	\$ _____	\$ _____
<b>0014</b>	Grouting ( <b>Per Linear Foot</b> )	8350	LF	\$ _____	\$ _____
<b>0015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	10	HR	\$ _____	\$ _____
<b>0016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>				
<b>0016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	5	JOB	\$ _____	\$ _____

<b>0016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	10	JOB	\$ _____	\$ _____
<b>0016AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	JOB	\$ _____	\$ _____
<b>0016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	JOB	\$ _____	\$ _____
<b>0017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	25	DAY	\$ _____	\$ _____
<b>0018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )				
<b>0018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	25	EA	\$ _____	\$ _____
<b>0018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	25	EA	\$ _____	\$ _____
<b>0018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	25	EA	\$ _____	\$ _____
<b>0019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	10	EA	\$ _____	\$ _____
<b>0020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	10	EA	\$ _____	\$ _____
<b>0021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )		TBD		TBD
<b>0022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	30	EA	\$ _____	\$ _____
<b>0023</b>	Firefighting Unit <b>HOURS - (Per Hour)</b>	168	HR	\$ _____	\$ _____

<b>0024</b>	Traffic Control/Flagger Crew (Per Hour)	168	HR	\$ _____	\$ _____
<b>0025</b>	Permability Test Hours (Per Hour)	10	HR	\$ _____	\$ _____
<b>0026</b>	Water Quality Test of Wells (Per Hour)	10	HR	\$ _____	\$ _____
<b>0027</b>	Piezometers Installation (Per Linear Foot)	160	LF	\$ _____	\$ _____
<b>0028</b>	Percolation Tests (Per Test)	10	EA	\$ _____	\$ _____
<b>0029</b>	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations (Per Hour)	50	HR	\$ _____	\$ _____
<b>0030</b>	Inclinometers Installation (Per Linear Foot)	60	LF	\$ _____	\$ _____
<b>0031</b>	Grouting for piezometers, monitoring wells, or inclinometers (Per Linear Foot)	250	LF	\$ _____	\$ _____
<b>0032</b>	Pump Test of wells, any type (Per Hour)	24	HR	\$ _____	\$ _____
<b>0033</b>	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring (Per HOUR)	250	HR	\$ _____	\$ _____
<b>0034</b>	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization				
<b>0034AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	20	EA	\$ _____	\$ _____
<b>0034AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	5	EA	\$ _____	\$ _____
<b>0034AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	2	EA	\$ _____	\$ _____
<b>0034AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	EA	\$ _____	\$ _____

0035	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	30	DAY	\$ _____	\$ _____
0036	Grouted Cone Penetrometer Test (CPT) <b>(Per Linear Foot)</b>	6755	LF	\$ _____	\$ _____
0037	Cone Penetrometer Test (CPT) Standby Time <b>HOURS (Per Hour)</b>	25	HR	\$ _____	\$ _____
0038	Pore Pressure Dissipation Test <b>HOURS for CPT (Per Hour)</b>	12	HR	\$ _____	\$ _____
0039	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>				
0039AA	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
0039AB	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
0039AC	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____
0039AD	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____
0040	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	5	DAY	\$ _____	\$ _____
0041	Backhoe/Trenching Excavation <b>HOURS (Per Hour)</b>	30	HR	\$ _____	\$ _____
0042	Backhoe/Trenching Excavation Standby Time <b>HOURS (Per Hour)</b>	15	HR	\$ _____	\$ _____
0043	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>	125	HR	\$ _____	\$ _____

<b>0044</b>	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )	900	HR	\$ _____	\$ _____
<b>0045</b>	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	30	HR	\$ _____	\$ _____
<b>0046</b>	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	150	HR	\$ _____	\$ _____
<b>BASE YEAR TOTAL ESTIMATED PRICE</b>				\$ _____	

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**



**NOTE: THE ATTACHED SECTION B WILL BE USED FOR EVALUATION PURPOSES ONLY. PLEASE COMPLETE THE UNIT PRICE & EXTENSIONS AND THE TOTAL ESTIMATED PRICE FOR THE BASE YEAR AND TWO OPTION YEARS.**

**Section B-Supplies or Services and Prices**

**1<sup>st</sup> OPTION YEAR 01 October 2003-30 September 2004**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>1001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>1001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	15	JOB	\$ _____	\$ _____
<b>1001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	5	JOB	\$ _____	\$ _____
<b>1001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	1	JOB	\$ _____	\$ _____
<b>1001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	1	JOB	\$ _____	\$ _____
<b>1002</b>	Daily Drill Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	20	DAY	\$ _____	\$ _____
<b>*1003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	2380	HR	\$ _____	\$ _____
<b>1004</b>	Drill Rig Standby Time <b>HOURS</b> - 410 Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	HR		\$ _____	\$ _____

<b>1005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>1006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	12	HR	\$ _____	\$ _____
<b>1007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>1008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	12	HR	\$ _____	\$ _____
<b>1009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	300	LF	\$ _____	\$ _____
<b>1010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	150	HR	\$ _____	\$ _____
<b>1011</b>	Shelby Tubes ( <b>Per Tube</b> )	90	TUBE	\$ _____	\$ _____
<b>1012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	45	BOX	\$ _____	\$ _____
<b>1013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	40	BOX	\$ _____	\$ _____
<b>1014</b>	Grouting ( <b>Per Linear Foot</b> )	7050	LF	\$ _____	\$ _____
<b>1015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>1016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>				
<b>1016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	10	JOB	\$ _____	\$ _____

<b>1016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	15	JOB	\$ _____	\$ _____
<b>1016AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	2	JOB	\$ _____	\$ _____
<b>1016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	JOB	\$ _____	\$ _____
<b>1017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	45	DAY	\$ _____	\$ _____
<b>1018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )				
<b>1018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	30	JOB	\$ _____	\$ _____
<b>1018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	30	JOB	\$ _____	\$ _____
<b>1018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	30	JOB	\$ _____	\$ _____
<b>1019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	15	EA	\$ _____	\$ _____
<b>1020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	15	EA	\$ _____	\$ _____
<b>1021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )			TBD	TBD
<b>1022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	45	EA	\$ _____	\$ _____
<b>1023</b>	Firefighting Unit <b>HOURS</b> -	480	HR	\$ _____	\$ _____

**(Per Hour)**

<b>1024</b>	Traffic Control/Flagger Crew <b>(Per Hour)</b>	360	HR	\$ _____	\$ _____
<b>1025</b>	Permability Test Hours <b>(Per Hour)</b>	15	HR	\$ _____	\$ _____
<b>1026</b>	Water Quality Test of Wells <b>(Per Hour)</b>	24	HR	\$ _____	\$ _____
<b>1027</b>	Piezometers Installation <b>(Per Linear Foot)</b>	360	LF	\$ _____	\$ _____
<b>1028</b>	Percolation Tests <b>(Per Test)</b>	25	EA	\$ _____	\$ _____
<b>1029</b>	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations <b>(Per Hour)</b>	55	HR	\$ _____	\$ _____
<b>1030</b>	Inclinometers Installation <b>(Per Linear Foot)</b>	150	LF	\$ _____	\$ _____
<b>1031</b>	Grouting for piezometers, monitoring wells, or inclinometers <b>(Per Linear Foot)</b>	275	LF	\$ _____	\$ _____
<b>1032</b>	Pump Test of wells, any type <b>(Per Hour)</b>	36	HR	\$ _____	\$ _____
<b>1033</b>	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring <b>(Per HOUR)</b>	275	HR	\$ _____	\$ _____
<b>1034</b>	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization				
<b>1034AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	10	JOB	\$ _____	\$ _____
<b>1034AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
<b>1034AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	3	JOB	\$ _____	\$ _____
<b>1034AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____

1035	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	25	DAY	\$ _____	\$ _____
1036	Grouted Cone Penetrometer Test (CPT) <b>(Per Linear Foot)</b>	6825	LF	\$ _____	\$ _____
1037	Cone Penetrometer Test (CPT) Standby Time <b>HOURS</b> <b>(Per Hour)</b>	55	HR	\$ _____	\$ _____
1038	Pore Pressure Dissipation Test <b>HOURS</b> for CPT <b>(Per Hour)</b>	25	HR	\$ _____	\$ _____
1039	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>				
1039AA	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
1039AB	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
1039AC	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	3	JOB	\$ _____	\$ _____
1039AD	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____
1040	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	15	DAY	\$ _____	\$ _____
1041	Backhoe/Trenching Excavation <b>HOURS</b> <b>(Per Hour)</b>	90	HR	\$ _____	\$ _____
1042	Backhoe/Trenching Excavation Standby Time <b>HOURS</b> <b>(Per Hour)</b>	45	HR	\$ _____	\$ _____

<b>1043</b>	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>	1525	HR	\$ _____	\$ _____
<b>1044</b>	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )	2375	HR	\$ _____	\$ _____
<b>1045</b>	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	2375	HR	\$ _____	\$ _____
<b>1046</b>	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	175	HR	\$ _____	\$ _____
<b>1<sup>st</sup> OPTION YEAR TOTAL ESTIMATED PRICE</b>				\$ _____	

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**

**NOTE: THE ATTACHED SECTION B WILL BE USED FOR EVALUATION PURPOSES ONLY. PLEASE COMPLETE THE UNIT PRICE & EXTENSIONS AND THE TOTAL ESTIMATED PRICE FOR THE BASE YEAR AND TWO OPTION YEARS.**

**Section B-Supplies or Services and Prices**

**2<sup>nd</sup> OPTION YEAR 01 October 2004-30 September 2005**

<b>Item No.</b>	<b>Supplies/Services</b>	<b>QTY</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Amount</b>
<b>2001</b>	Contractor shall provide all labor, tools, parts, materials, supplies, equipment, supervision and transportation necessary to provide Drill Rig Mobilization and Demobilization <b>ONLY</b>				
<b>2001AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	5	JOB	\$_____	\$_____
<b>2001AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	10	JOB	\$_____	\$_____
<b>2001AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	5	JOB	\$_____	\$_____
<b>2001AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per Occurrence)	1	JOB	\$_____	\$_____
<b>2002</b>	Daily Drill Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site ( <b>Per Day</b> )	55	DAY	\$_____	\$_____
<b>*2003</b>	Drill Rig Drilling <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	200	HR	\$_____	\$_____
<b>2004</b>	Drill Rig Standby Time <b>HOURS</b> - Hollow Stem Auger or Mug Rotary Drilling Method to include sampling ( <b>Per Hour</b> )	100	HR	\$_____	\$_____
<b>2005</b>	Drill Rig Drilling <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	550	HR	\$_____	\$_____

<b>2006</b>	Drill Rig Standby Time <b>HOURS</b> - Air Rotary/ODEX Drilling Method to include sampling ( <b>Per Hour</b> )	225	HR	\$ _____	\$ _____
<b>2007</b>	Drill Rig Drilling <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems (ARCH) Air Rotary Casing Hammer ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>2008</b>	Drill Rig Drilling Standby Time <b>HOURS</b> - Down hole casing advance or other Percussion Drilling Systems ( <b>Per Hour</b> )	7	HR	\$ _____	\$ _____
<b>2009</b>	Diamond Core Drilling <b>LF</b> - Drilling Method to include Sampling ( <b>Per Linear Foot</b> )	350	LF	\$ _____	\$ _____
<b>2010</b>	Diamond Core Drilling Standby Time <b>HOURS</b> - Drilling Method to include sampling ( <b>Per Hour</b> )	150	HR	\$ _____	\$ _____
<b>2011</b>	Shelby Tubes ( <b>Per Tube</b> )	25	TUBE	\$ _____	\$ _____
<b>2012</b>	Shipping Boxes for Shelby Tubes ( <b>Per Box</b> )	15	BOX	\$ _____	\$ _____
<b>2013</b>	Shipping Boxes for Rock Core Samples ( <b>Per Box</b> )	25	BOX	\$ _____	\$ _____
<b>2014</b>	Grouting ( <b>Per Linear Foot</b> )	3195	LF	\$ _____	\$ _____
<b>2015</b>	Automatic Hammer Energy Testing of Automatic Hammer <b>HOURS</b> – to be conducted at the Beginning, Middle and End of Selected Project ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>2016</b>	Contractor shall Delivery and Removal of all pertinent equipment for Color Video taping of Boreholes or for Drain Cleaning and Rehabilitation or for Relief Well Rehabilitation - Mobilization and Demobilization <b>ONLY</b>				
<b>2016AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site (Per occurrence)	5	EA	\$ _____	\$ _____
<b>2016AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	5	EA	\$ _____	\$ _____



<b>2016AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	EA	\$ _____	\$ _____
<b>2016AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site(Per occurrence)	1	EA	\$ _____	\$ _____
<b>2017</b>	Daily Crew Subsistence for Projects involving down hole Video Camera, Drain Cleaning (Rehabilitation) or Relief Well Cleaning (Rehabilitation) - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Contractor's Main Office to Work Site ( <b>Per Day</b> )	15	DAY	\$ _____	\$ _____
<b>2018</b>	Video Tape Display/Recording for Down hole Video Camera with audio track to view sidewalls of boreholes, drains, or relief wells ( <b>Per Drain</b> )				
<b>2018AA</b>	<b>0 – 50 Depth</b> of Drain ( <b>Per Drain</b> )	25	JOB	\$ _____	\$ _____
<b>2018AB</b>	<b>51 – 100 Depth</b> of Drain ( <b>Per Drain</b> )	25	JOB	\$ _____	\$ _____
<b>2018AC</b>	<b>101 – 200 Depth</b> of Drain ( <b>Per Drain</b> )	25	JOB	\$ _____	\$ _____
<b>2019</b>	Relief Well Rehabilitation, Cleaning less than 50 feet deep (Per occurrence)	10	EA	\$ _____	\$ _____
<b>2020</b>	Relief Well Rehabilitation, Cleaning Greater than 50 feet deep (Per occurrence)	10	EA	\$ _____	\$ _____
<b>2021</b>	Permits for encroachment to access property sites, Public Property (roads, etc.) ( <b>Cost to be Negotiated on each Task Order IAW Paragraph 4.7 of the SOW</b> )			TBD	TBD
<b>2022</b>	Cold Patch Asphalt ( <b>Per Bag</b> )	35	EA	\$ _____	\$ _____
<b>2023</b>	Firefighting Unit <b>HOURS - (Per Hour)</b>	480	HR	\$ _____	\$ _____
<b>2024</b>	Traffic Control/Flagger Crew ( <b>Per Hour</b> )	480	HR	\$ _____	\$ _____

<b>2025</b>	Permability Test Hours ( <b>Per Hour</b> )	25	HR	\$ _____	\$ _____
<b>2026</b>	Water Quality Test of Wells ( <b>Per Hour</b> )	15	HR	\$ _____	\$ _____
<b>2027</b>	Piezometers Installation ( <b>Per Linear Foot</b> )	175	LF	\$ _____	\$ _____
<b>2028</b>	Percolation Tests ( <b>Per Test</b> )	25	EA	\$ _____	\$ _____
<b>2029</b>	Instrumentation Rehabilitation on piezometers, inclinometers and other instrumentations ( <b>Per Hour</b> )	60	HR	\$ _____	\$ _____
<b>2030</b>	Inclinometers Installation ( <b>Per Linear Foot</b> )	75	LF	\$ _____	\$ _____
<b>2031</b>	Grouting for piezometers, monitoring wells, or inclinometers ( <b>Per Linear Foot</b> )	75	LF	\$ _____	\$ _____
<b>2032</b>	Pump Test of wells, any type ( <b>Per Hour</b> )	50	HR	\$ _____	\$ _____
<b>2033</b>	Water (Hydraulic) Pressure (Packer) Tests – To be used for Rock Coring ( <b>Per HOUR</b> )	150	HR	\$ _____	\$ _____
<b>2034</b>	Cone Penetrometer Test (CPT) Rig Mobilization/Demobilization				
<b>2034AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	5	JOB	\$ _____	\$ _____
<b>2034AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	2	JOB	\$ _____	\$ _____
<b>2034AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	1	JOB	\$ _____	\$ _____
<b>2034AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site( <b>Per occurrence</b> )	1	JOB	\$ _____	\$ _____

<b>2035</b>	Daily Cone Penetrometer Rig Crew Subsistence - This will <b>ONLY</b> apply to sites in excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	15	DAY	\$ _____	\$ _____
<b>2036</b>	Grouted Cone Penetrometer Test (CPT) <b>(Per Linear Foot)</b>	325	LF	\$ _____	\$ _____
<b>2037</b>	Cone Penetrometer Test (CPT) Standby Time <b>HOURS (Per Hour)</b>	150	HR	\$ _____	\$ _____
<b>2038</b>	Pore Pressure Dissipation Test <b>HOURS for CPT (Per Hour)</b>	115	HR	\$ _____	\$ _____
<b>2039</b>	Backhoe/Trenching Excavation Mobilization and Demobilization <b>ONLY</b>				
<b>2039AA</b>	<b>0 – 50 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
<b>2039AB</b>	<b>51 – 200 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	5	JOB	\$ _____	\$ _____
<b>2039AC</b>	<b>201 – 1000 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____
<b>2039AD</b>	<b>1001 – 1500 Miles</b> from Sacramento District Office (1325 J Street) to Work Site <b>(Per occurrence)</b>	1	JOB	\$ _____	\$ _____
<b>2040</b>	Daily Backhoe/Trenching Excavation Crew Subsistence - This will <b>ONLY</b> apply to sites in Excess of 50 miles from Sacramento District Office (1325 J Street) to Work Site <b>(Per Day)</b>	10	DAY	\$ _____	\$ _____
<b>2041</b>	Backhoe/Trenching Excavation <b>HOURS (Per Hour)</b>	160	HR	\$ _____	\$ _____
<b>2042</b>	Backhoe/Trenching Excavation Standby Time <b>HOURS (Per Hour)</b>	15	HR	\$ _____	\$ _____
<b>2043</b>	Geologist/Geotechnical Engineer <b>HOURS (Per Hour)</b>	125	HR	\$ _____	\$ _____

<b>2044</b>	Additional driller's helper for Drill Rig ( <b>Per Hour</b> )	150	HR	\$ _____	\$ _____
<b>2045</b>	Additional helper for Backhoe Operator ( <b>Per Hour</b> )	115	HR	\$ _____	\$ _____
<b>2046</b>	Additional helper for Boreholes, Drains, or Relief Well Rehabilitation Operator ( <b>Per Hour</b> )	155	HR	\$ _____	\$ _____

**2<sup>st</sup> OPTION YEAR TOTAL ESTIMATED PRICE** \$ \_\_\_\_\_

**TOTAL ESTIMATED PRICE BASE YEAR & TWO OPTION YRS** \$ \_\_\_\_\_

**\*NOTE: Payment will be made only for those hours that the drill rig is actually used during drilling. Drilling hours will not be paid for drilling rig use during the grouting phase and grouting shall be bid accordingly.**

#### **INSTRUCTIONS TO BIDDERS:**

**Please note that the bidder must complete the Pricing Schedule in Section B with just the unit prices. Also, the bidder must complete the Pricing Schedule located in Section J that will be used for the purposes of award evaluation. It is imperative that bidders complete the Pricing Schedules in Section B and Section J of this solicitation as failure to do so will result in the bid package not being considered.**

All extensions of the unit prices shown will be subject to verification by the Government. In case of variation between the unit price and extension, the unit price will be considered to be the price.

The bidder shall distribute his indirect costs (overhead, profit, bond, etc.) over all the items in the Pricing Schedule. The Government will review all submitted Pricing Schedules for any unbalancing of the items. Any submitted Pricing Schedule determined to be unbalanced may be considered non-responsive and cause the bidder to be ineligible for award.

#### **EFARS 52.214-5000 APPARENT CLERICAL MISTAKES – ARITHMETIC DISCREPANCIES (MAY 1995) --EFARS**

(a) For the purpose of initial evaluation of bids/offers, the following will be utilized in resolving arithmetic discrepancies found on the face of the pricing schedule as submitted by bidders.

Obviously misplaced decimal points will be corrected;  
 Discrepancy between unit price and extended price, the unit price will govern;  
 Apparent errors in extension of unit prices will be corrected;  
 Apparent errors in addition of lump sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his/her bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid/offer will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

4. Award will be made up to **two lowest responsible, responsive bidders including base year and two option year pricing on the Basis of Award described in Section M.** Bidders must submit prices on all items, including option years.

5. See Section L for full instructions for submittal of bids.

PRE-AWARD SURVEY

<b>CONTRACTOR EXPERIENCE DATA</b>		<b>DATE:</b>	
Firm Name and Telephone Number		Main Office Address (Street, City, and State)	
Branch Offices		Services Rendered <input type="checkbox"/> Soil Drilling <input type="checkbox"/> Soil Testing/Sampling <input type="checkbox"/> Consulting	
Organization <input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Date Organized	Date Incorporated:  State:
Names of Officers and Other Key Personnel			
<b>I – PRESENT PAYROLL PERSONNEL (List Number of Each Category Below)</b>			
Partners:	Remainder:	Subtotal Permanent:	
Officers:	Total:	Maximum Personnel at Any Time:	
Other Key:		Date:	
<b>II—EQUIPMENT OWNED</b>		<b>III—FINANCIAL DATA AS OF</b>	
Present Value (\$)		<b>(DATE):</b>	
		Current Assets:	
Acquisition Cost (\$)		Current Liabilities:	
		Net Worth:	
<b>IV—TOTAL VALUE OF CONSTRUCTION AND DEMOLITION WORK IN PAST 6 YRS EXCLUSIVE OF JOINT VENTURE (LIST MOST RECENT FIRST)</b>		<b>V—LARGEST JOB EVER CONTRACTED (If Other Than in Past Six Years)</b>	
\$	<b>LARGEST JOB IN PAST 6 YRS</b>	Contract Amount:	
\$	Contract Amount:	Date:	
\$	Date:	Description:	
\$	Description:		
\$			
\$			
Avg. Annual Income	Owner:	Owner:	
\$			
<b>VI—TYPE OF WORK IN WHICH FIRM SPECIALIZES</b>			
<b>NAME AND POSITION/TITLE OF PERSON SIGNING</b>		<b>SIGNATURE</b>	
<b>NOTE: Use additional sheets for explanations or detailed description of item(s) reported above.</b>			

WAGE DETERMINATION**WAGE DETERMINATION NO: 94-2055 REV (19) AREA: CA,SACRAMENTO**


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WAGE DETERMINATION NO: 94-2055 REV (19) AREA: CA,SACRAMENTO  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 | WASHINGTON D.C. 20210  
 |  
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 |  
 | Wage Determination No.: 1994-2055  
 William W.Gross Division of | Revision No.: 19  
 Director Wage Determinations | Date Of Last Revision: 07/30/2002

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State: **California**

Area: **California** Counties of Alpine, Amador, Butte, Colusa, Del Norte, El  
 Dorado, Glenn,  
 Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, **Sacramento**, Shasta,  
 Sierra,  
 Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE
RATE	

Administrative Support and Clerical Occupations

Accounting Clerk I	11.14
Accounting Clerk II	12.04
Accounting Clerk III	14.68
Accounting Clerk IV	15.01
Court Reporter	14.48
Dispatcher, Motor Vehicle	14.48
Document Preparation Clerk	12.83
Duplicating Machine Operator	12.83
Film/Tape Librarian	12.79
General Clerk I	9.35
General Clerk II	10.59
General Clerk III	13.24
General Clerk IV	15.54
Housing Referral Assistant	16.31
Key Entry Operator I	12.01
Key Entry Operator II	13.83
Messenger (Courier)	9.35
Order Clerk I	12.51
Order Clerk II	13.67
Personnel Assistant (Employment) I	11.70
Personnel Assistant (Employment) II	16.40
Personnel Assistant (Employment) III	18.58
Personnel Assistant (Employment) IV	19.64
Production Control Clerk	17.14

Rental Clerk	13.35
Scheduler, Maintenance	13.35
Secretary I	12.68
Secretary II	15.51
Secretary III	16.31
Secretary IV	18.45
Secretary V	20.12
Service Order Dispatcher	12.79
Stenographer I	11.40
Stenographer II	12.79
Supply Technician	18.45
Survey Worker (Interviewer)	14.48
Switchboard Operator-Receptionist	10.71
Test Examiner	15.51
Test Proctor	15.51
Travel Clerk I	10.12
Travel Clerk II	10.91
Travel Clerk III	11.74
Word Processor I	11.53
Word Processor II	14.22
Word Processor III	15.93
Automatic Data Processing Occupations	
Computer Data Librarian	10.85
Computer Operator I	12.95
Computer Operator II	14.68
Computer Operator III	16.91
Computer Operator IV	19.55
Computer Operator V	20.18
Computer Programmer I (1)	16.05
Computer Programmer II (1)	19.56
Computer Programmer III (1)	23.24
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	26.44
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	12.95
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	22.29
Automotive Glass Installer	17.62
Automotive Worker	17.62
Electrician, Automotive	18.59
Mobile Equipment Servicer	15.66
Motor Equipment Metal Mechanic	19.58
Motor Equipment Metal Worker	17.62
Motor Vehicle Mechanic	18.27
Motor Vehicle Mechanic Helper	14.68
Motor Vehicle Upholstery Worker	16.64
Motor Vehicle Wrecker	17.62
Painter, Automotive	18.59
Radiator Repair Specialist	17.62
Tire Repairer	14.98
Transmission Repair Specialist	19.58
Food Preparation and Service Occupations	
Baker	15.15
Cook I	13.53
Cook II	15.15

Dishwasher	10.27
Food Service Worker	10.27
Meat Cutter	17.98
Waiter/Waitress	11.07
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.40
Furniture Handler	12.60
Furniture Refinisher	18.40
Furniture Refinisher Helper	14.53
Furniture Repairer, Minor	16.47
Upholsterer	18.40
General Services and Support Occupations	
Cleaner, Vehicles	11.11
Elevator Operator	11.37
Gardener	13.53
House Keeping Aid I	9.46
House Keeping Aid II	11.37
Janitor	11.37
Laborer, Grounds Maintenance	12.18
Maid or Houseman	9.46
Pest Controller	16.38
Refuse Collector	11.43
Tractor Operator	12.70
Window Cleaner	12.26
Health Occupations	
Dental Assistant	14.18
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.18
Licensed Practical Nurse I	13.50
Licensed Practical Nurse II	15.16
Licensed Practical Nurse III	16.98
Medical Assistant	12.67
Medical Laboratory Technician	12.67
Medical Record Clerk	11.56
Medical Record Technician	13.94
Nursing Assistant I	7.56
Nursing Assistant II	8.49
Nursing Assistant III	10.85
Nursing Assistant IV	12.91
Pharmacy Technician	14.64
Phlebotomist	10.16
Registered Nurse I	20.50
Registered Nurse II	25.09
Registered Nurse II, Specialist	25.09
Registered Nurse III	30.33
Registered Nurse III, Anesthetist	30.33
Registered Nurse IV	36.33
Information and Arts Occupations	
Audiovisual Librarian	18.61
Exhibits Specialist I	19.71
Exhibits Specialist II	23.54
Exhibits Specialist III	28.78
Illustrator I	21.68
Illustrator II	25.89
Illustrator III	31.66
Librarian	20.31
Library Technician	15.13



Photographer I	15.40
Photographer II	19.44
Photographer III	23.22
Photographer IV	28.39
Photographer V	34.33
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.79
Counter Attendant	7.79
Dry Cleaner	10.11
Finisher, Flatwork, Machine	7.79
Presser, Hand	7.79
Presser, Machine, Drycleaning	7.79
Presser, Machine, Shirts	7.79
Presser, Machine, Wearing Apparel, Laundry	7.79
Sewing Machine Operator	10.97
Tailor	11.83
Washer, Machine	8.95
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.40
Tool and Die Maker	21.89
Material Handling and Packing Occupations	
Forklift Operator	14.72
Fuel Distribution System Operator	15.50
Material Coordinator	15.85
Material Expediter	15.85
Material Handling Laborer	9.78
Order Filler	14.68
Production Line Worker (Food Processing)	13.51
Shipping Packer	11.96
Shipping/Receiving Clerk	11.96
Stock Clerk (Shelf Stocker; Store Worker II)	13.19
Store Worker I	10.51
Tools and Parts Attendant	13.51
Warehouse Specialist	13.51
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.38
Aircraft Mechanic Helper	14.53
Aircraft Quality Control Inspector	20.35
Aircraft Servicer	16.47
Aircraft Worker	17.44
Appliance Mechanic	18.40
Bicycle Repairer	14.98
Cable Splicer	22.29
Carpenter, Maintenance	18.40
Carpet Layer	17.44
Electrician, Maintenance	23.29
Electronics Technician, Maintenance I	18.37
Electronics Technician, Maintenance II	19.36
Electronics Technician, Maintenance III	23.27
Fabric Worker	16.47
Fire Alarm System Mechanic	19.38
Fire Extinguisher Repairer	15.50
Fuel Distribution System Mechanic	19.38
General Maintenance Worker	16.51
Heating, Refrigeration and Air Conditioning Mechanic	19.38
Heavy Equipment Mechanic	19.38

Heavy Equipment Operator	23.75
Instrument Mechanic	22.06
Laborer	11.36
Locksmith	18.40
Machinery Maintenance Mechanic	21.08
Machinist, Maintenance	19.38
Maintenance Trades Helper	14.53
Millwright	19.38
Office Appliance Repairer	18.40
Painter, Aircraft	20.24
Painter, Maintenance	18.40
Pipefitter, Maintenance	19.38
Plumber, Maintenance	18.40
Pneudraulic Systems Mechanic	19.38
Rigger	19.38
Scale Mechanic	17.44
Sheet-Metal Worker, Maintenance	19.41
Small Engine Mechanic	17.44
Telecommunication Mechanic I	19.77
Telecommunication Mechanic II	20.76
Telephone Lineman	19.38
Welder, Combination, Maintenance	19.38
Well Driller	19.38
Woodcraft Worker	19.38
Woodworker	15.50
Miscellaneous Occupations	
Animal Caretaker	11.89
Carnival Equipment Operator	12.70
Carnival Equipment Repairer	13.53
Carnival Worker	10.27
Cashier	9.40
Desk Clerk	9.62
Embalmer	18.49
Lifeguard	9.71
Mortician	16.99
Park Attendant (Aide)	12.20
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.89
Recreation Specialist	13.30
Recycling Worker	13.18
Sales Clerk	10.17
School Crossing Guard (Crosswalk Attendant)	10.27
Sport Official	9.71
Survey Party Chief (Chief of Party)	19.68
Surveying Aide	9.72
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.34
Swimming Pool Operator	15.15
Vending Machine Attendant	12.70
Vending Machine Repairer	15.15
Vending Machine Repairer Helper	12.70
Personal Needs Occupations	
Child Care Attendant	9.62
Child Care Center Clerk	11.99
Chore Aid	9.46
Homemaker	13.30
Plant and System Operation Occupations	
Boiler Tender	21.32

Sewage Plant Operator	20.78
Stationary Engineer	21.32
Ventilation Equipment Tender	14.53
Water Treatment Plant Operator	20.78
Protective Service Occupations	
Alarm Monitor	18.60
Corrections Officer	21.89
Court Security Officer	22.00
Detention Officer	21.89
Firefighter	18.02
Guard I	8.80
Guard II	19.29
Police Officer	27.50
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.76
Hatch Tender	16.76
Line Handler	16.76
Stevedore I	15.68
Stevedore II	17.85
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.09
Air Traffic Control Specialist, Station (2)	20.06
Air Traffic Control Specialist, Terminal (2)	22.09
Archeological Technician I	18.70
Archeological Technician II	20.91
Archeological Technician III	25.89
Cartographic Technician	26.70
Civil Engineering Technician	23.22
Computer Based Training (CBT) Specialist/ Instructor	26.44
Drafter I	16.07
Drafter II	17.17
Drafter III	21.68
Drafter IV	25.89
Engineering Technician I	13.26
Engineering Technician II	14.87
Engineering Technician III	16.67
Engineering Technician IV	20.92
Engineering Technician V	25.23
Engineering Technician VI	30.52
Environmental Technician	18.47
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	20.90
Instructor	22.99
Laboratory Technician	17.74
Mathematical Technician	24.81
Paralegal/Legal Assistant I	17.20
Paralegal/Legal Assistant II	19.24
Paralegal/Legal Assistant III	23.22
Paralegal/Legal Assistant IV	28.44
Photooptics Technician	21.57
Technical Writer	26.24
Unexploded (UXO) Safety Escort	18.49
Unexploded (UXO) Sweep Personnel	18.49
Unexploded Ordnance (UXO) Technician I	18.49
Unexploded Ordnance (UXO) Technician II	22.37
Unexploded Ordnance (UXO) Technician III	26.81

Weather Observer, Combined Upper Air and Surface Programs (3)	17.99
Weather Observer, Senior (3)	19.01
Weather Observer, Upper Air (3)	17.99
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.36
Parking and Lot Attendant	7.61
Shuttle Bus Driver	10.36
Taxi Driver	8.81
Truckdriver, Heavy Truck	16.81
Truckdriver, Light Truck	10.68
Truckdriver, Medium Truck	14.69
Truckdriver, Tractor-Trailer	16.81

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by

the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444) }

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract

(i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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**WAGE DETERMINATION NO: 94-2531 REV (21) AREA: UT,STATEWIDE**


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WAGE DETERMINATION NO: 94-2531 REV (21) AREA: UT,STATEWIDE  
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 \*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
 | WASHINGTON D.C. 20210  
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 | Wage Determination No.: 1994-2531  
 William W.Gross Division of | Revision No.: 21  
 Director Wage Determinations | Date Of Last Revision: 10/22/2002

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State: **Utah**Area: **Utah** Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE	MINIMUM WAGE
RATE	

Administrative Support and Clerical Occupations

Accounting Clerk I	8.34
Accounting Clerk II	9.49
Accounting Clerk III	11.68
Accounting Clerk IV	13.72
Court Reporter	12.11
Dispatcher, Motor Vehicle	13.92
Document Preparation Clerk	9.34
Duplicating Machine Operator	9.34
Film/Tape Librarian	9.78
General Clerk I	7.99
General Clerk II	9.35
General Clerk III	9.91
General Clerk IV	11.93
Housing Referral Assistant	14.18
Key Entry Operator I	9.34
Key Entry Operator II	11.09
Messenger (Courier)	8.45
Order Clerk I	11.22
Order Clerk II	12.96
Personnel Assistant (Employment) I	10.74
Personnel Assistant (Employment) II	11.84
Personnel Assistant (Employment) III	12.44
Personnel Assistant (Employment) IV	13.82
Production Control Clerk	13.51
Rental Clerk	9.78
Scheduler, Maintenance	11.04
Secretary I	11.04
Secretary II	12.42
Secretary III	14.18
Secretary IV	16.86
Secretary V	18.28

Service Order Dispatcher	12.38
Stenographer I	11.39
Stenographer II	12.80
Supply Technician	16.86
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	9.18
Test Examiner	12.42
Test Proctor	12.42
Travel Clerk I	9.56
Travel Clerk II	10.21
Travel Clerk III	10.76
Word Processor I	10.66
Word Processor II	14.44
Word Processor III	16.01
Automatic Data Processing Occupations	
Computer Data Librarian	8.56
Computer Operator I	10.19
Computer Operator II	12.88
Computer Operator III	16.74
Computer Operator IV	18.24
Computer Operator V	20.21
Computer Programmer I (1)	16.64
Computer Programmer II (1)	19.24
Computer Programmer III (1)	23.63
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	20.34
Computer Systems Analyst II (1)	24.12
Computer Systems Analyst III (1)	28.17
Peripheral Equipment Operator	10.19
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.46
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86
Food Preparation and Service Occupations	
Baker	10.08
Cook I	8.91
Cook II	10.08
Dishwasher	6.60
Food Service Worker	7.58
Meat Cutter	12.75
Waiter/Waitress	7.51
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.76
Furniture Handler	11.34

Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89
Furniture Repairer, Minor	13.64
Upholsterer	15.76
General Services and Support Occupations	
Cleaner, Vehicles	7.51
Elevator Operator	7.43
Gardener	10.90
House Keeping Aid I	7.41
House Keeping Aid II	7.52
Janitor	8.54
Laborer, Grounds Maintenance	9.05
Maid or Houseman	7.41
Pest Controller	10.45
Refuse Collector	8.33
Tractor Operator	10.54
Window Cleaner	8.09
Health Occupations	
Dental Assistant	11.19
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.96
Licensed Practical Nurse II	12.31
Licensed Practical Nurse III	13.77
Medical Assistant	9.78
Medical Laboratory Technician	10.35
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.41
Nursing Assistant II	8.33
Nursing Assistant III	9.10
Nursing Assistant IV	10.20
Pharmacy Technician	12.19
Phlebotomist	11.57
Registered Nurse I	16.99
Registered Nurse II	21.00
Registered Nurse II, Specialist	21.00
Registered Nurse III	27.97
Registered Nurse III, Anesthetist	27.97
Registered Nurse IV	31.23
Information and Arts Occupations	
Audiovisual Librarian	19.38
Exhibits Specialist I	14.54
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	15.75
Illustrator II	19.17
Illustrator III	23.39
Librarian	18.55
Library Technician	10.72
Photographer I	13.70
Photographer II	15.99
Photographer III	19.47
Photographer IV	23.75
Photographer V	28.82
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.48

Counter Attendant	7.48
Dry Cleaner	9.00
Finisher, Flatwork, Machine	7.48
Presser, Hand	7.48
Presser, Machine, Drycleaning	7.48
Presser, Machine, Shirts	7.48
Presser, Machine, Wearing Apparel, Laundry	7.48
Sewing Machine Operator	9.61
Tailor	10.13
Washer, Machine	7.98
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.41
Tool and Die Maker	18.54
Material Handling and Packing Occupations	
Forklift Operator	11.95
Fuel Distribution System Operator	12.84
Material Coordinator	15.07
Material Expediter	15.07
Material Handling Laborer	11.67
Order Filler	10.28
Production Line Worker (Food Processing)	11.98
Shipping Packer	10.92
Shipping/Receiving Clerk	10.68
Stock Clerk (Shelf Stocker; Store Worker II)	12.01
Store Worker I	8.95
Tools and Parts Attendant	11.95
Warehouse Specialist	11.95
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.30
Aircraft Mechanic Helper	11.92
Aircraft Quality Control Inspector	17.31
Aircraft Servicer	13.74
Aircraft Worker	14.66
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	20.06
Carpenter, Maintenance	15.23
Carpet Layer	16.59
Electrician, Maintenance	18.42
Electronics Technician, Maintenance I	14.77
Electronics Technician, Maintenance II	23.20
Electronics Technician, Maintenance III	25.14
Fabric Worker	13.74
Fire Alarm System Mechanic	16.49
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	17.45
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	16.40
Heavy Equipment Mechanic	17.26
Heavy Equipment Operator	17.20
Instrument Mechanic	17.20
Laborer	8.33
Locksmith	15.23
Machinery Maintenance Mechanic	18.78
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89

Millwright	16.01
Office Appliance Repairer	15.58
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	17.68
Plumber, Maintenance	16.98
Pneudraulic Systems Mechanic	16.49
Rigger	15.86
Scale Mechanic	14.66
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Carnival Equipment Operator	9.22
Carnival Equipment Repairer	9.87
Carnival Worker	7.26
Cashier	7.36
Desk Clerk	8.85
Embalmer	17.40
Lifeguard	9.42
Mortician	17.40
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.69
Recreation Specialist	12.24
Recycling Worker	10.54
Sales Clerk	9.54
School Crossing Guard (Crosswalk Attendant)	8.33
Sport Official	8.69
Survey Party Chief (Chief of Party)	15.13
Surveying Aide	10.77
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.75
Swimming Pool Operator	11.09
Vending Machine Attendant	9.16
Vending Machine Repairer	11.09
Vending Machine Repairer Helper	9.16
Personal Needs Occupations	
Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	6.59
Homemaker	12.24
Plant and System Operation Occupations	
Boiler Tender	18.77
Sewage Plant Operator	16.05
Stationary Engineer	18.77
Ventilation Equipment Tender	11.92
Water Treatment Plant Operator	15.96
Protective Service Occupations	
Alarm Monitor	12.42
Corrections Officer	19.80

Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.76
Guard II	12.42
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.62
Hatch Tender	15.62
Line Handler	15.62
Stevedore I	14.72
Stevedore II	17.18
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
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Archeological Technician I	15.26
Archeological Technician II	17.06
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Drafter II	14.87
Drafter III	17.37
Drafter IV	21.14
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Engineering Technician II	13.77
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Paralegal/Legal Assistant II	16.04
Paralegal/Legal Assistant III	17.81
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Technical Writer	22.80
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.80
Weather Observer, Senior (3)	18.66
Weather Observer, Upper Air (3)	16.80
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	9.67

Taxi Driver	8.60
Truckdriver, Heavy Truck	16.35
Truckdriver, Light Truck	9.67
Truckdriver, Medium Truck	15.87
Truckdriver, Tractor-Trailer	16.35

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facility. (Reg. 29 CFR 4.173)

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If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will



accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444  
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be

performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested

are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

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**WAGE DETERMINATION NO: 94-2081 REV (20) AREA: CO,DENVER**


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WAGE DETERMINATION NO: 94-2081 REV (20) AREA: CO,DENVER

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2081

Revision No.: 20

Date Of Last Revision: 05/29/2002

State: **Colorado**

Area: **Colorado** Counties of Adams, Arapahoe, Boulder, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE  
RATE

MINIMUM WAGE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.53
Accounting Clerk II	10.89
Accounting Clerk III	13.08
Accounting Clerk IV	14.80
Court Reporter	14.45
Dispatcher, Motor Vehicle	14.45
Document Preparation Clerk	11.33
Duplicating Machine Operator	10.81
Film/Tape Librarian	11.99
General Clerk I	8.79
General Clerk II	9.87
General Clerk III	10.08
General Clerk IV	12.82
Housing Referral Assistant	16.58
Key Entry Operator I	11.22
Key Entry Operator II	13.41
Messenger (Courier)	8.89
Order Clerk I	12.16
Order Clerk II	12.83
Personnel Assistant (Employment) I	11.93
Personnel Assistant (Employment) II	13.77
Personnel Assistant (Employment) III	16.16
Personnel Assistant (Employment) IV	17.55
Production Control Clerk	16.58
Rental Clerk	12.54
Scheduler, Maintenance	12.54
Secretary I	12.83

Secretary II	13.48
Secretary III	15.20
Secretary IV	18.09
Secretary V	20.09
Service Order Dispatcher	12.54
Stenographer I	11.68
Stenographer II	14.30
Supply Technician	17.74
Survey Worker (Interviewer)	13.48
Switchboard Operator-Receptionist	11.42
Test Examiner	14.45
Test Proctor	14.45
Travel Clerk I	12.50
Travel Clerk II	13.11
Travel Clerk III	14.03
Word Processor I	11.11
Word Processor II	12.82
Word Processor III	15.05
Automatic Data Processing Occupations	
Computer Data Librarian	11.91
Computer Operator I	13.19
Computer Operator II	14.81
Computer Operator III	19.09
Computer Operator IV	21.18
Computer Operator V	23.47
Computer Programmer I (1)	16.60
Computer Programmer II (1)	20.03
Computer Programmer III (1)	24.53
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	24.70
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	13.70
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	20.69
Automotive Glass Installer	17.05
Automotive Worker	17.05
Electrician, Automotive	17.99
Mobile Equipment Servicer	15.50
Motor Equipment Metal Mechanic	18.33
Motor Equipment Metal Worker	17.05
Motor Vehicle Mechanic	18.33
Motor Vehicle Mechanic Helper	14.45
Motor Vehicle Upholstery Worker	17.05
Motor Vehicle Wrecker	17.05
Painter, Automotive	17.33
Radiator Repair Specialist	17.05
Tire Repairer	14.98
Transmission Repair Specialist	18.33
Food Preparation and Service Occupations	
Baker	13.29
Cook I	10.50
Cook II	11.56
Dishwasher	8.28
Food Service Worker	8.44
Meat Cutter	12.14

Waiter/Waitress	9.09
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.33
Furniture Handler	14.45
Furniture Refinisher	17.33
Furniture Refinisher Helper	14.45
Furniture Repairer, Minor	16.45
Upholsterer	17.33
General Services and Support Occupations	
Cleaner, Vehicles	9.59
Elevator Operator	9.59
Gardener	12.96
House Keeping Aid I	7.93
House Keeping Aid II	9.00
Janitor	9.57
Laborer, Grounds Maintenance	10.45
Maid or Houseman	7.84
Pest Controller	12.14
Refuse Collector	9.59
Tractor Operator	12.26
Window Cleaner	10.43
Health Occupations	
Dental Assistant	13.36
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.48
Licensed Practical Nurse I	12.30
Licensed Practical Nurse II	13.80
Licensed Practical Nurse III	15.45
Medical Assistant	10.38
Medical Laboratory Technician	11.94
Medical Record Clerk	10.38
Medical Record Technician	13.81
Nursing Assistant I	8.32
Nursing Assistant II	9.62
Nursing Assistant III	12.03
Nursing Assistant IV	13.50
Pharmacy Technician	12.74
Phlebotomist	10.51
Registered Nurse I	19.04
Registered Nurse II	22.41
Registered Nurse II, Specialist	22.41
Registered Nurse III	28.28
Registered Nurse III, Anesthetist	28.28
Registered Nurse IV	33.90
Information and Arts Occupations	
Audiovisual Librarian	16.82
Exhibits Specialist I	16.92
Exhibits Specialist II	20.96
Exhibits Specialist III	25.57
Illustrator I	16.95
Illustrator II	21.00
Illustrator III	25.61
Librarian	20.24
Library Technician	15.69
Photographer I	13.28
Photographer II	15.75

Photographer III	19.51
Photographer IV	23.79
Photographer V	28.87
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.83
Counter Attendant	8.83
Dry Cleaner	9.08
Finisher, Flatwork, Machine	8.83
Presser, Hand	8.83
Presser, Machine, Drycleaning	8.83
Presser, Machine, Shirts	8.83
Presser, Machine, Wearing Apparel, Laundry	8.83
Sewing Machine Operator	9.76
Tailor	13.90
Washer, Machine	10.17
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	17.33
Tool and Die Maker	20.40
Material Handling and Packing Occupations	
Forklift Operator	14.70
Fuel Distribution System Operator	15.66
Material Coordinator	17.03
Material Expediter	17.03
Material Handling Laborer	11.86
Order Filler	11.18
Production Line Worker (Food Processing)	12.87
Shipping Packer	11.44
Shipping/Receiving Clerk	11.68
Stock Clerk (Shelf Stocker; Store Worker II)	12.06
Store Worker I	11.44
Tools and Parts Attendant	14.80
Warehouse Specialist	12.87
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.99
Aircraft Mechanic Helper	14.45
Aircraft Quality Control Inspector	17.52
Aircraft Servicer	16.45
Aircraft Worker	16.73
Appliance Mechanic	17.33
Bicycle Repairer	14.98
Cable Splicer	17.99
Carpenter, Maintenance	17.33
Carpet Layer	16.73
Electrician, Maintenance	21.64
Electronics Technician, Maintenance I	17.16
Electronics Technician, Maintenance II	18.72
Electronics Technician, Maintenance III	19.86
Fabric Worker	16.45
Fire Alarm System Mechanic	17.99
Fire Extinguisher Repairer	16.45
Fuel Distribution System Mechanic	18.17
General Maintenance Worker	16.19
Heating, Refrigeration and Air Conditioning Mechanic	17.99
Heavy Equipment Mechanic	17.99
Heavy Equipment Operator	18.30
Instrument Mechanic	17.99

Laborer	9.55
Locksmith	17.33
Machinery Maintenance Mechanic	17.99
Machinist, Maintenance	18.11
Maintenance Trades Helper	14.45
Millwright	17.99
Office Appliance Repairer	17.33
Painter, Aircraft	17.33
Painter, Maintenance	17.55
Pipefitter, Maintenance	18.25
Plumber, Maintenance	17.33
Pneudraulic Systems Mechanic	17.99
Rigger	17.99
Scale Mechanic	16.73
Sheet-Metal Worker, Maintenance	17.99
Small Engine Mechanic	16.73
Telecommunication Mechanic I	17.99
Telecommunication Mechanic II	18.54
Telephone Lineman	17.99
Welder, Combination, Maintenance	17.99
Well Driller	18.18
Woodcraft Worker	17.99
Woodworker	16.73
Miscellaneous Occupations	
Animal Caretaker	9.88
Carnival Equipment Operator	9.99
Carnival Equipment Repairer	10.77
Carnival Worker	7.81
Cashier	7.69
Desk Clerk	9.18
Embalmer	20.60
Lifeguard	9.83
Mortician	20.60
Park Attendant (Aide)	10.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.21
Recreation Specialist	9.68
Recycling Worker	12.26
Sales Clerk	8.21
School Crossing Guard (Crosswalk Attendant)	9.59
Sport Official	7.14
Survey Party Chief (Chief of Party)	12.70
Surveying Aide	7.05
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	11.55
Swimming Pool Operator	12.65
Vending Machine Attendant	10.66
Vending Machine Repairer	12.65
Vending Machine Repairer Helper	10.66
Personal Needs Occupations	
Child Care Attendant	8.03
Child Care Center Clerk	9.13
Chore Aid	7.77
Homemaker	11.52
Plant and System Operation Occupations	
Boiler Tender	19.34
Sewage Plant Operator	17.33
Stationary Engineer	19.34



Ventilation Equipment Tender	14.45
Water Treatment Plant Operator	17.33
Protective Service Occupations	
Alarm Monitor	14.78
Corrections Officer	19.00
Court Security Officer	18.53
Detention Officer	19.00
Firefighter	17.56
Guard I	6.83
Guard II	11.35
Police Officer	24.96
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.24
Hatch Tender	15.24
Line Handler	15.24
Stevedore I	14.61
Stevedore II	18.23
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.44
Air Traffic Control Specialist, Station (2)	20.30
Air Traffic Control Specialist, Terminal (2)	22.35
Archeological Technician I	16.57
Archeological Technician II	18.52
Archeological Technician III	22.96
Cartographic Technician	21.18
Civil Engineering Technician	19.24
Computer Based Training (CBT) Specialist/ Instructor	24.70
Drafter I	13.93
Drafter II	15.62
Drafter III	18.53
Drafter IV	22.94
Engineering Technician I	13.88
Engineering Technician II	16.27
Engineering Technician III	19.42
Engineering Technician IV	22.75
Engineering Technician V	26.14
Engineering Technician VI	31.64
Environmental Technician	20.93
Flight Simulator/Instructor (Pilot)	27.62
Graphic Artist	20.00
Instructor	20.96
Laboratory Technician	16.42
Mathematical Technician	22.38
Paralegal/Legal Assistant I	15.54
Paralegal/Legal Assistant II	18.61
Paralegal/Legal Assistant III	22.70
Paralegal/Legal Assistant IV	27.49
Photooptics Technician	20.79
Technical Writer	25.88
Unexploded (UXO) Safety Escort	18.71
Unexploded (UXO) Sweep Personnel	18.71
Unexploded Ordnance (UXO) Technician I	18.71
Unexploded Ordnance (UXO) Technician II	22.64
Unexploded Ordnance (UXO) Technician III	27.13
Weather Observer, Combined Upper Air and Surface Programs (3)	18.34
Weather Observer, Senior (3)	20.79

Weather Observer, Upper Air (3)	18.34
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.30
Parking and Lot Attendant	7.94
Shuttle Bus Driver	12.73
Taxi Driver	11.72
Truckdriver, Heavy Truck	17.26
Truckdriver, Light Truck	11.93
Truckdriver, Medium Truck	16.57
Truckdriver, Tractor-Trailer	17.26

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular

tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such

uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444  
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested

are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

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**WAGE DETERMINATION NO: 94-2025 REV (26) AREA: AZ,TUSCON**

WAGE DETERMINATION NO: 94-2025 REV (26) AREA: AZ,TUSCON

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2025

Revision No.: 26

Date Of Last Revision: 05/28/2002

State: **Arizona**Area: **Arizona** Counties of **Cochise**, Graham, Greenlee, Pima, Santa Cruz

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION TITLE  
RATE

MINIMUM WAGE

Administrative Support and Clerical Occupations

Accounting Clerk I 8.50

Accounting Clerk II 9.94

Accounting Clerk III 11.55

Accounting Clerk IV 13.96

Court Reporter 11.84

Dispatcher, Motor Vehicle 11.67

Document Preparation Clerk 8.00

Duplicating Machine Operator 8.00

Film/Tape Librarian 10.22

General Clerk I 6.81

General Clerk II 7.76

General Clerk III 9.89

General Clerk IV 14.08

Housing Referral Assistant 14.35

Key Entry Operator I 8.95

Key Entry Operator II 10.33

Messenger (Courier) 7.51

Order Clerk I 9.07

Order Clerk II 12.19

Personnel Assistant (Employment) I 9.46

Personnel Assistant (Employment) II 10.64

Personnel Assistant (Employment) III 12.16

Personnel Assistant (Employment) IV 14.89

Production Control Clerk 14.31

Rental Clerk 9.09

Scheduler, Maintenance 10.25

Secretary I 10.25

Secretary II 11.71

Secretary III 14.35

Secretary IV 16.53

Secretary V	17.95
Service Order Dispatcher	10.22
Stenographer I	9.42
Stenographer II	10.58
Supply Technician	17.88
Survey Worker (Interviewer)	10.15
Switchboard Operator-Receptionist	7.65
Test Examiner	11.71
Test Proctor	11.71
Travel Clerk I	10.02
Travel Clerk II	10.50
Travel Clerk III	11.03
Word Processor I	10.59
Word Processor II	13.73
Word Processor III	15.38
Automatic Data Processing Occupations	
Computer Data Librarian	12.74
Computer Operator I	8.45
Computer Operator II	11.44
Computer Operator III	13.63
Computer Operator IV	15.15
Computer Operator V	16.77
Computer Programmer I (1)	15.53
Computer Programmer II (1)	19.09
Computer Programmer III (1)	20.14
Computer Programmer IV (1)	23.74
Computer Systems Analyst I (1)	16.87
Computer Systems Analyst II (1)	19.89
Computer Systems Analyst III (1)	24.67
Peripheral Equipment Operator	12.89
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.68
Automotive Glass Installer	15.17
Automotive Worker	15.17
Electrician, Automotive	16.79
Mobile Equipment Servicer	13.54
Motor Equipment Metal Mechanic	16.79
Motor Equipment Metal Worker	15.17
Motor Vehicle Mechanic	16.79
Motor Vehicle Mechanic Helper	12.60
Motor Vehicle Upholstery Worker	14.37
Motor Vehicle Wrecker	15.17
Painter, Automotive	15.98
Radiator Repair Specialist	15.17
Tire Repairer	13.08
Transmission Repair Specialist	16.79
Food Preparation and Service Occupations	
Baker	11.12
Cook I	8.67
Cook II	11.12
Dishwasher	6.69
Food Service Worker	6.31
Meat Cutter	13.00
Waiter/Waitress	6.86
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.98



Furniture Handler	10.70
Furniture Refinisher	15.98
Furniture Refinisher Helper	12.60
Furniture Repairer, Minor	14.37
Upholsterer	15.98
General Services and Support Occupations	
Cleaner, Vehicles	6.99
Elevator Operator	8.27
Gardener	10.11
House Keeping Aid I	6.76
House Keeping Aid II	7.49
Janitor	8.27
Laborer, Grounds Maintenance	8.00
Maid or Houseman	6.76
Pest Controller	12.02
Refuse Collector	7.19
Tractor Operator	9.41
Window Cleaner	9.07
Health Occupations	
Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
Licensed Practical Nurse I	11.52
Licensed Practical Nurse II	12.93
Licensed Practical Nurse III	14.46
Medical Assistant	10.87
Medical Laboratory Technician	11.69
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.89
Nursing Assistant II	8.87
Nursing Assistant III	9.68
Nursing Assistant IV	10.97
Pharmacy Technician	12.19
Phlebotomist	12.70
Registered Nurse I	17.43
Registered Nurse II	21.34
Registered Nurse II, Specialist	21.34
Registered Nurse III	25.82
Registered Nurse III, Anesthetist	25.82
Registered Nurse IV	30.92
Information and Arts Occupations	
Audiovisual Librarian	16.79
Exhibits Specialist I	14.88
Exhibits Specialist II	16.08
Exhibits Specialist III	19.67
Illustrator I	15.54
Illustrator II	16.79
Illustrator III	20.55
Librarian	18.71
Library Technician	14.27
Photographer I	11.36
Photographer II	14.57
Photographer III	15.74
Photographer IV	19.26
Photographer V	23.29
Laundry, Dry Cleaning, Pressing and Related Occupations	

Assembler	7.02
Counter Attendant	7.02
Dry Cleaner	7.61
Finisher, Flatwork, Machine	7.02
Presser, Hand	7.02
Presser, Machine, Drycleaning	7.02
Presser, Machine, Shirts	7.02
Presser, Machine, Wearing Apparel, Laundry	7.02
Sewing Machine Operator	9.46
Tailor	10.74
Washer, Machine	7.42
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	15.98
Tool and Die Maker	19.23
Material Handling and Packing Occupations	
Forklift Operator	9.93
Fuel Distribution System Operator	13.54
Material Coordinator	16.53
Material Expediter	16.53
Material Handling Laborer	8.64
Order Filler	9.21
Production Line Worker (Food Processing)	9.55
Shipping Packer	9.12
Shipping/Receiving Clerk	9.12
Stock Clerk (Shelf Stocker; Store Worker II)	12.71
Store Worker I	9.74
Tools and Parts Attendant	11.23
Warehouse Specialist	10.98
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	16.79
Aircraft Mechanic Helper	12.60
Aircraft Quality Control Inspector	17.60
Aircraft Servicer	14.37
Aircraft Worker	15.17
Appliance Mechanic	15.98
Bicycle Repairer	13.08
Cable Splicer	19.31
Carpenter, Maintenance	15.98
Carpet Layer	15.17
Electrician, Maintenance	16.79
Electronics Technician, Maintenance I	12.26
Electronics Technician, Maintenance II	18.38
Electronics Technician, Maintenance III	19.31
Fabric Worker	14.37
Fire Alarm System Mechanic	16.79
Fire Extinguisher Repairer	13.54
Fuel Distribution System Mechanic	16.79
General Maintenance Worker	15.17
Heating, Refrigeration and Air Conditioning Mechanic	17.03
Heavy Equipment Mechanic	16.92
Heavy Equipment Operator	17.07
Instrument Mechanic	16.79
Laborer	8.27
Locksmith	15.98
Machinery Maintenance Mechanic	16.79
Machinist, Maintenance	16.79

Maintenance Trades Helper	12.60
Millwright	16.79
Office Appliance Repairer	15.98
Painter, Aircraft	18.38
Painter, Maintenance	15.98
Pipefitter, Maintenance	16.79
Plumber, Maintenance	16.34
Pneudraulic Systems Mechanic	16.79
Rigger	16.79
Scale Mechanic	15.17
Sheet-Metal Worker, Maintenance	16.79
Small Engine Mechanic	15.17
Telecommunication Mechanic I	16.79
Telecommunication Mechanic II	20.24
Telephone Lineman	16.79
Welder, Combination, Maintenance	16.79
Well Driller	16.79
Woodcraft Worker	16.79
Woodworker	13.54
Miscellaneous Occupations	
Animal Caretaker	8.58
Carnival Equipment Operator	9.97
Carnival Equipment Repairer	8.05
Carnival Worker	7.05
Cashier	8.07
Desk Clerk	7.83
Embalmer	18.66
Lifeguard	7.05
Mortician	18.66
Park Attendant (Aide)	8.75
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	7.56
Recreation Specialist	8.38
Recycling Worker	9.28
Sales Clerk	7.05
School Crossing Guard (Crosswalk Attendant)	6.88
Sport Official	7.05
Survey Party Chief (Chief of Party)	12.47
Surveying Aide	8.75
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	7.05
Swimming Pool Operator	10.97
Vending Machine Attendant	9.11
Vending Machine Repairer	10.90
Vending Machine Repairer Helper	9.11
Personal Needs Occupations	
Child Care Attendant	6.94
Child Care Center Clerk	8.80
Chore Aid	7.48
Homemaker	10.86
Plant and System Operation Occupations	
Boiler Tender	16.79
Sewage Plant Operator	16.14
Stationary Engineer	16.79
Ventilation Equipment Tender	12.60
Water Treatment Plant Operator	17.78
Protective Service Occupations	
Alarm Monitor	9.02

Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.05
Guard II	9.02
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	11.45
Hatch Tender	11.45
Line Handler	11.45
Stevedore I	9.43
Stevedore II	12.05
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	11.61
Archeological Technician II	12.98
Archeological Technician III	16.08
Cartographic Technician	18.47
Civil Engineering Technician	18.13
Computer Based Training (CBT) Specialist/ Instructor	16.06
Drafter I	10.79
Drafter II	12.12
Drafter III	15.54
Drafter IV	16.79
Engineering Technician I	12.23
Engineering Technician II	13.72
Engineering Technician III	15.36
Engineering Technician IV	17.35
Engineering Technician V	21.24
Engineering Technician VI	25.69
Environmental Technician	15.78
Flight Simulator/Instructor (Pilot)	21.70
Graphic Artist	16.09
Instructor	19.31
Laboratory Technician	14.21
Mathematical Technician	15.78
Paralegal/Legal Assistant I	13.78
Paralegal/Legal Assistant II	16.42
Paralegal/Legal Assistant III	17.31
Paralegal/Legal Assistant IV	19.86
Photooptics Technician	16.07
Technical Writer	23.36
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	13.81
Weather Observer, Senior (3)	15.34
Weather Observer, Upper Air (3)	13.81
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.49
Parking and Lot Attendant	11.33

Shuttle Bus Driver	9.97
Taxi Driver	8.68
Truckdriver, Heavy Truck	13.82
Truckdriver, Light Truck	9.97
Truckdriver, Medium Truck	12.02
Truckdriver, Tractor-Trailer	14.90

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of

basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444  
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be

classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.



5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested

are not performed by a classification already listed in the wage determination. Remember,

it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split,

combine, or subdivide classifications listed in the wage determination.

**WAGE DETERMINATION NO: 94-2331 REV (20) AREA: NV,LAS VEGAS**

WAGE DETERMINATION NO: 94-2331 REV (20) AREA: NV,LAS VEGAS

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W.Gross  
DirectorDivision of  
Wage Determinations

Wage Determination No.: 1994-2331

Revision No.: 20

Date Of Last Revision: 05/29/2002

States: Arizona, **Nevada**

Area: Arizona County of Mohave

**Nevada** Counties of **Clark**, Esmeralda, Lincoln, Nye

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION TITLE

## MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I 9.34

Accounting Clerk II 10.49

Accounting Clerk III 12.54

Accounting Clerk IV 14.42

Court Reporter 12.77

Dispatcher, Motor Vehicle 13.15

Document Preparation Clerk 10.92

Duplicating Machine Operator 10.92

Film/Tape Librarian 12.01

General Clerk I 8.64

General Clerk II 10.19

General Clerk III 12.82

General Clerk IV 13.18

Housing Referral Assistant 15.44

Key Entry Operator I 10.20

Key Entry Operator II 14.20

Messenger (Courier) 9.31

Order Clerk I 9.99

Order Clerk II 11.04

Personnel Assistant (Employment) I 11.47

Personnel Assistant (Employment) II 12.36

Personnel Assistant (Employment) III 12.89

Personnel Assistant (Employment) IV 15.59

Production Control Clerk 14.00

Rental Clerk 12.09

Scheduler, Maintenance 12.25

Secretary I 12.25

Secretary II 12.77

Secretary III 15.44

Secretary IV	18.48
Secretary V	22.37
Service Order Dispatcher	12.26
Stenographer I	10.91
Stenographer II	12.25
Supply Technician	18.22
Survey Worker (Interviewer)	11.29
Switchboard Operator-Receptionist	11.18
Test Examiner	11.57
Test Proctor	12.77
Travel Clerk I	10.66
Travel Clerk II	11.32
Travel Clerk III	12.14
Word Processor I	11.28
Word Processor II	13.52
Word Processor III	15.11
Automatic Data Processing Occupations	
Computer Data Librarian	15.83
Computer Operator I	14.04
Computer Operator II	16.03
Computer Operator III	16.81
Computer Operator IV	18.61
Computer Operator V	20.61
Computer Programmer I (1)	17.83
Computer Programmer II (1)	22.18
Computer Programmer III (1)	26.17
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	21.96
Computer Systems Analyst II (1)	24.10
Computer Systems Analyst III (1)	26.04
Peripheral Equipment Operator	15.83
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.22
Automotive Glass Installer	17.87
Automotive Worker	17.87
Electrician, Automotive	18.45
Mobile Equipment Servicer	16.33
Motor Equipment Metal Mechanic	19.22
Motor Equipment Metal Worker	17.87
Motor Vehicle Mechanic	18.74
Motor Vehicle Mechanic Helper	15.57
Motor Vehicle Upholstery Worker	17.11
Motor Vehicle Wrecker	17.87
Painter, Automotive	18.45
Radiator Repair Specialist	17.87
Tire Repairer	15.78
Transmission Repair Specialist	19.22
Food Preparation and Service Occupations	
Baker	13.61
Cook I	12.49
Cook II	13.61
Dishwasher	10.24
Food Service Worker	10.24
Meat Cutter	15.45
Waiter/Waitress	10.74

Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	18.45
Furniture Handler	14.79
Furniture Refinisher	16.46
Furniture Refinisher Helper	15.57
Furniture Repairer, Minor	17.11
Upholsterer	15.48
General Services and Support Occupations	
Cleaner, Vehicles	10.24
Elevator Operator	10.24
Gardener	12.49
House Keeping Aid I	9.73
House Keeping Aid II	10.24
Janitor	10.24
Laborer, Grounds Maintenance	11.28
Maid or Houseman	9.73
Pest Controller	13.99
Refuse Collector	11.27
Tractor Operator	11.87
Window Cleaner	10.74
Health Occupations	
Dental Assistant	13.07
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.05
Licensed Practical Nurse I	11.67
Licensed Practical Nurse II	13.12
Licensed Practical Nurse III	14.67
Medical Assistant	11.69
Medical Laboratory Technician	13.12
Medical Record Clerk	10.57
Medical Record Technician	13.54
Nursing Assistant I	8.11
Nursing Assistant II	9.11
Nursing Assistant III	9.94
Nursing Assistant IV	11.14
Pharmacy Technician	11.88
Phlebotomist	13.12
Registered Nurse I	16.25
Registered Nurse II	19.89
Registered Nurse II, Specialist	19.89
Registered Nurse III	24.06
Registered Nurse III, Anesthetist	24.06
Registered Nurse IV	28.84
Information and Arts Occupations	
Audiovisual Librarian	17.58
Exhibits Specialist I	16.16
Exhibits Specialist II	19.72
Exhibits Specialist III	20.69
Illustrator I	17.27
Illustrator II	21.11
Illustrator III	22.14
Librarian	24.02
Library Technician	14.06
Photographer I	12.99
Photographer II	14.69

Photographer III	17.93
Photographer IV	21.87
Photographer V	26.53
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.86
Counter Attendant	8.86
Dry Cleaner	11.53
Finisher, Flatwork, Machine	8.86
Presser, Hand	8.86
Presser, Machine, Drycleaning	8.86
Presser, Machine, Shirts	9.39
Presser, Machine, Wearing Apparel, Laundry	9.39
Sewing Machine Operator	11.96
Tailor	12.82
Washer, Machine	10.34
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	18.45
Tool and Die Maker	21.33
Material Handling and Packing Occupations	
Forklift Operator	14.77
Fuel Distribution System Operator	16.33
Material Coordinator	15.79
Material Expediter	14.00
Material Handling Laborer	11.29
Order Filler	13.11
Production Line Worker (Food Processing)	15.09
Shipping Packer	14.22
Shipping/Receiving Clerk	13.32
Stock Clerk (Shelf Stocker; Store Worker II)	14.92
Store Worker I	12.20
Tools and Parts Attendant	15.14
Warehouse Specialist	15.14
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.22
Aircraft Mechanic Helper	15.57
Aircraft Quality Control Inspector	19.99
Aircraft Servicer	17.11
Aircraft Worker	17.87
Appliance Mechanic	18.45
Bicycle Repairer	15.78
Cable Splicer	24.31
Carpenter, Maintenance	19.19
Carpet Layer	19.92
Electrician, Maintenance	22.03
Electronics Technician, Maintenance I	15.71
Electronics Technician, Maintenance II	23.20
Electronics Technician, Maintenance III	25.55
Fabric Worker	17.11
Fire Alarm System Mechanic	19.22
Fire Extinguisher Repairer	16.33
Fuel Distribution System Mechanic	19.22
General Maintenance Worker	17.87
Heating, Refrigeration and Air Conditioning Mechanic	19.22
Heavy Equipment Mechanic	19.70
Heavy Equipment Operator	23.58
Instrument Mechanic	21.14

Laborer	11.08
Locksmith	18.45
Machinery Maintenance Mechanic	21.86
Machinist, Maintenance	19.22
Maintenance Trades Helper	15.57
Millwright	19.22
Office Appliance Repairer	18.45
Painter, Aircraft	18.45
Painter, Maintenance	18.45
Pipefitter, Maintenance	22.10
Plumber, Maintenance	21.22
Pneudraulic Systems Mechanic	19.22
Rigger	19.22
Scale Mechanic	17.87
Sheet-Metal Worker, Maintenance	19.76
Small Engine Mechanic	17.87
Telecommunication Mechanic I	20.63
Telecommunication Mechanic II	24.33
Telephone Lineman	19.22
Welder, Combination, Maintenance	19.22
Well Driller	20.63
Woodcraft Worker	19.22
Woodworker	16.81
Miscellaneous Occupations	
Animal Caretaker	11.36
Carnival Equipment Operator	11.87
Carnival Equipment Repairer	12.49
Carnival Worker	10.24
Cashier	10.29
Desk Clerk	12.74
Embalmer	16.57
Lifeguard	11.17
Mortician	16.73
Park Attendant (Aide)	14.09
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.17
Recreation Specialist	13.62
Recycling Worker	13.06
Sales Clerk	11.17
School Crossing Guard (Crosswalk Attendant)	10.24
Sport Official	11.17
Survey Party Chief (Chief of Party)	26.47
Surveying Aide	15.06
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	20.65
Swimming Pool Operator	14.77
Vending Machine Attendant	11.20
Vending Machine Repairer	16.28
Vending Machine Repairer Helper	14.16
Personal Needs Occupations	
Child Care Attendant	12.74
Child Care Center Clerk	17.75
Chore Aid	9.73
Homemaker	19.78
Plant and System Operation Occupations	
Boiler Tender	19.22
Sewage Plant Operator	20.88
Stationary Engineer	19.22

Ventilation Equipment Tender	15.55
Water Treatment Plant Operator	23.01
Protective Service Occupations	
Alarm Monitor	15.20
Corrections Officer	20.45
Court Security Officer	19.14
Detention Officer	19.14
Firefighter	18.05
Guard I	9.93
Guard II	16.67
Police Officer	22.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	16.50
Hatch Tender	16.50
Line Handler	16.50
Stevedore I	14.37
Stevedore II	17.14
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.29
Archeological Technician II	15.97
Archeological Technician III	19.84
Cartographic Technician	21.03
Civil Engineering Technician	21.46
Computer Based Training (CBT) Specialist/ Instructor	23.81
Drafter I	15.25
Drafter II	17.61
Drafter III	19.84
Drafter IV	24.31
Engineering Technician I	14.63
Engineering Technician II	16.87
Engineering Technician III	23.33
Engineering Technician IV	24.00
Engineering Technician V	28.41
Engineering Technician VI	34.46
Environmental Technician	19.85
Flight Simulator/Instructor (Pilot)	27.17
Graphic Artist	21.53
Instructor	17.23
Laboratory Technician	16.59
Mathematical Technician	18.03
Paralegal/Legal Assistant I	15.20
Paralegal/Legal Assistant II	16.28
Paralegal/Legal Assistant III	20.32
Paralegal/Legal Assistant IV	24.55
Photooptics Technician	18.58
Technical Writer	17.23
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70

Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.54
Weather Observer, Senior (3)	18.35
Weather Observer, Upper Air (3)	16.54

Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	15.32
Parking and Lot Attendant	11.11
Shuttle Bus Driver	15.69
Taxi Driver	12.92
Truckdriver, Heavy Truck	17.20
Truckdriver, Light Truck	13.55
Truckdriver, Medium Truck	15.32
Truckdriver, Tractor-Trailer	17.20

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the



rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444  
(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the

position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations"

(the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been deleted:

52.214-14	Place Of Performance--Sealed Bidding	APR 1985
52.219-22	Small Disadvantaged Business Status	OCT 1999

The following were previously included by reference and are now included by full text:

## 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

## 252.247-7002 REVISION OF PRICES (DEC 1991)

(a) "Definition. Wage adjustment", as used in this clause, means a change in the wages, salaries, or other terms or conditions of employment which --

- (1) Substantially affects the cost of performing this contract;
- (2) Is generally applicable to the port where work under this contract is performed; and
- (3) Applies to operations by the Contractor on non-Government work as well as to work under this contract.

(b) "General." The prices fixed in this contract are based on wages and working conditions established by collective bargaining agreements, and on other conditions in effect on the date of this contract. The Contracting Officer and the Contractor may agree to increase or decrease such prices in accordance with this clause.

(c) "Demand for negotiation." (1) At any time, subject to the limitations specified in this clause, either the Contracting Officer or the Contractor may deliver to the other a written demand that the parties negotiate to revise the prices under this contract.

(2) No such demand shall be made before 90 days after the date of this contract, and thereafter neither party shall make a demand having an effective date within 90 days of the effective date of any prior demand. However, this limitation does not apply to a wage adjustment during the 90 day period.

(3) Each demand shall specify a date (the same as or subsequent to the date of the delivery of the demand) as to when the revised prices shall be effective. This date is the effective date of the price revision.

(i) If the Contractor makes a demand under this clause, the demand shall briefly state the basis of the demand and include the statements and data referred to in paragraph (d) of this clause.

(ii) If the demand is made by the Contracting Officer, the Contractor shall furnish the statements and data within 30 days of the delivery of the demand.

(d) "Submission of data." At the times specified in paragraphs (c)(3)(i) and (ii) of this clause, the Contractor shall submit --

(1) A new estimate and breakdown of the unit cost and the proposed prices for the services the Contractor will perform under this contract after the effective date of the price revision, itemized to be consistent with the original negotiations of the contract;

(2) An explanation of the difference between the original (or last preceding) estimate and the new estimate;

(3) Such relevant operating data, cost records, overhead absorption reports, and accounting statements as may be of assistance in determining the accuracy and reliability of the new estimate;

(4) A statement of the actual costs of performance under this contract to the extent that they are available at the time of the negotiation of the revision of prices under this clause; and

(5) Any other relevant data usually furnished in the case of negotiations of prices under a new contract. The Government may examine and audit the Contractor's accounts, records, and books as the Contracting Officer considers necessary.

(e) "Negotiations." (1) Upon the filing of the statements and data required by paragraph (d) of this clause, the Contractor and the Contracting Officer shall negotiate promptly in good faith to agree upon prices for services the Contractor will perform on and after the effective date of the price revision.

(2) If the prices in this contract were established by competitive negotiation, they shall not be revised upward unless justified by changes in conditions occurring after the contract was awarded.

(3) The agreement reached after each negotiation will be incorporated into the contract by supplemental agreement.

(f) "Disagreements." If, within 30 days after the date on which statements and data are required pursuant to paragraph (c) of this clause, the Contracting Officer and the Contractor fail to agree to revised prices, the failure to agree shall be resolved in accordance with the Disputes clause of this contract. The prices fixed by the Contracting Officer will remain in effect for the balance of the contract, and the Contractor shall continue performance.

(g) "Retroactive changes in wages or working conditions." (1) In the event of a retroactive wage adjustment, the Contractor or the Contracting Officer may request an equitable adjustment in the prices in this contract.

(2) The Contractor shall request a price adjustment within 30 days of any retroactive wage adjustment. The Contractor shall support its request with --

(i) An estimate of the changes in cost resulting from the retroactive wage adjustment;

(ii) Complete information upon which the estimate is based; and

(iii) A certified copy of the collective bargaining agreement, arbitration award, or other document evidencing the retroactive wage adjustment.

(3) Subject to the limitation in paragraph (g)(2) of this clause as to the time of making a request, completion or termination of this contract shall not affect the Contractor's right under paragraph (g) of this clause.

(4) In case of disagreement concerning any question of fact, including whether any adjustment should be made, or the amount of such adjustment, the disagreement will be resolved in accordance with the Disputes clause of this contract.

(5) The Contractor shall notify the Contracting Officer in writing of any request by or on behalf of the employees of the Contractor which may result in a retroactive wage adjustment. The notice shall be given within 20 days after the request, or if the request occurs before contract execution, at the time of execution.

## SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been added by full text:

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

## (a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

## (3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

## (b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

## (c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)



The following have been modified:

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price Indefinite-Delivery, Indefinite-Quantity contract resulting from this solicitation.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award up to two delivery order contract or task order contract or award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:  
**Judith E. Grant, Contracting Officer, 1325 "J" Street, Room 878, Sacramento CA 95814**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://www.acqnet.gov>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(c) The use in this solicitation of any \_\_\_\_\_ (48 CFR Chapter ) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**SPK 14-4001 INQUIRIES (IFBs) (MAR 2002)**

Prospective bidders should submit inquiries related to this solicitation in accordance with the following:

(1) For information related to ordering solicitation packages, amendments, the time and dates of bid openings, and for copies of the solicitation mailing list, please check our website at the following URL:

<http://ebs.spk.usace.army.mil>. If the site is temporarily unavailable, please FAX your inquiry to our Plan Room at (916) 557-7842.

(2) For inquiries of a contractual nature (solicitation requirements, interpretation of contractual language):

Contract Specialist: Colleen C. Broussard-Perry  
Telephone: (916) 557-5232  
FAX: (916) 557-7854

(3) All technical questions must be submitted in writing using one of the following:

MAILING ADDRESS:

Dept of the Army  
U. S. Army Engineer District, Sacramento  
Contracting Division (Attn: C. Broussard-Perry)  
1325 J Street  
Sacramento CA 95814-2922

FAX: (916) 557-7854, Attn: **Colleen C. Broussard-Perry**

E-MAIL: [colleen.c.perry@usace.army.mil](mailto:colleen.c.perry@usace.army.mil) AND [roger.c.simpson@usace.army.mil](mailto:roger.c.simpson@usace.army.mil)

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company, and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for bid opening.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

//////////END OF CLAUSE//////////

**SPK 14-4005 ALT I DIRECTIONS FOR SUBMITTING BIDS (MAR 2002)**

Envelopes containing bids must be sealed, marked and addressed as follows:

MARK ENVELOPES:

Solicitation No. **DACW05-02 -B-0006**  
Bid Opening Date: 06 December 2002  
Bid Opening Time: 1:00 PM **PST (PDT)**

ADDRESS ENVELOPES TO:

Department of the Army  
U.S. Army Engineer District, Sacramento  
ATTN: Contracting Division  
1325 J Street  
Sacramento CA 95814-2922

**\*Note that the bidder must complete and return the following items with their Bid Package:**

**Section A- SF 33 and Continuation Pages, must acknowledge all amendments and sign the SF33.**

**Section B- Pricing Schedule in Section B must be completed with just the unit prices only.**

**Section J - Complete and return the Pricing Schedule located in Section J which will be used for evaluation purposes. Also, Bider must complete and return the information required on the Pre-Award Survey form.**

**Section K- Representation and Certifications with the coversheet.**

SPECIAL INSTRUCTIONS PERTAINING TO HAND-CARRIED BIDS:

Hand-carried bids must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, all Corps of Engineers visitors are now required to check in at the Security Desk in the Building Lobby. They may no longer hand-carry their bids directly to Contracting Division without an authorized escort. **Bids may NOT be either turned-in or left unattended at the Security Desk or elsewhere in the Lobby.**

The Bid Opening Officer will be in the Building Lobby 20 minutes prior to the scheduled bid opening to accept sealed bids. After announcing that no further bids will be received, the Bid Opening Officer will take the hand-carried bids and have them x-rayed as a security precaution. After the bids have been x-rayed, the bidders waiting in the building lobby will then be escorted as a group to the Bid Opening Room, where the bids will be publicly opened and read.

Bidders who desire to hand-deliver their bids at an earlier time must notify the contract specialist in advance to arrange to be met in the Building Lobby by Contracting Division personnel. In the event the contract specialist cannot be reached, please call the main Contracting Division telephone number, (916) 557-5201, in order to request assistance.

Please ensure that all courier and delivery personnel are aware of these procedures.

//////////End of Clause//////////

The following were previously included by reference and are now included by full text:

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

**52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)**

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

**52.214-9 FAILURE TO SUBMIT BID. (JUL 1995)**

Recipients of this solicitation not responding with a bid should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements.

(End of provision)

**52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)**

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

#### 52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

#### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)



## SECTION M - EVALUATION FACTORS FOR AWARD

The following have been added by full text:

### 52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

(End of provision)

### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

### 52.232-15 PROGRESS PAYMENTS NOT INCLUDED (APR 1984)

A progress payments clause is not included in this solicitation, and will not be added to the resulting contract at the time of award. Bids conditioned upon inclusion of a progress payment clause in the resulting contract will be rejected as nonresponsive.

(End of clause)

(End of Summary of Changes)